



MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: Genuine Parts Company dba NAPA Auto Parts

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:
- a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and security interests, and are subject to the terms of written warranties of the manufacturer of the applicable product within the Included Solutions, and Supplier shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the Included Solutions supplied hereunder. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Supplier will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when (i) a Participating Entity accesses Supplier's Included Solutions with United States federal funds and (ii) Supplier has provided its prior written consent.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient

must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.
- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or intentional misconduct in the

performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by such negligence or intentional misconduct. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier to the extent of Supplier's indemnity obligations herein. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds but only to the extent of Supplier's indemnity obligations herein.

- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

**Article 3:
Supplier Obligations to Participating Entities**

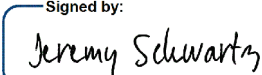
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

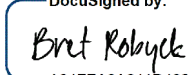
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Genuine Parts Company
dba NAPA Auto Parts

Signed by:

 By: _____
 C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 1/9/2025 | 5:34 AM CST

DocuSigned by:

 By: _____
 A34FEA2A641D422...
 Bret Robyck
 Title: Sr. Vice President
 Date: 1/8/2025 | 3:33 PM CST

RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

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

Submission Details

Created On: Tuesday August 13, 2024 07:35:16
Submitted On: Friday September 27, 2024 14:12:03
Submitted By: Don Lachance
Email: don_lachance@genpt.com
Transaction #: 7c568b36-caba-405c-ad6c-adc50f0b6edb
Submitter's IP Address: 136.228.217.83

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Genuine Parts Company dba NAPA Auto Parts 2999 Wildwood Parkway Atlanta Georgia 30339
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NAPA Auto Parts locations Nationwide. All 6000 NAPA Auto Parts Stores will delivery solutions for this contract. Genuine Parts Company dba NAPA Auto Parts Headquarters will facilitate the management of the administrative fees, reports and legal documents needed for the contract.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DZ8RD2EBBMK5
5	Provide your NAICS code applicable to Solutions proposed.	423120
6	Proposer Physical Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta Ga. 30339
7	Proposer website address (or addresses):	www.genpt.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Bret Robyck Sr. Vice President 2999 Wildwood Parkway Atlanta Ga. 30339 Bret_Robyck@genpt.com 678-934-5166
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Don Lachance National Sales manager Government Fleet 2999 Wildwood Parkway Atlanta Ga. 30339 Don_lachance@genpt.com 404-386-4157
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials.</p> <p>In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees.</p> <p>Over the last 96 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition.</p> <p>GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$21 billion.</p> <p>With more than 96 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.</p>	*
12	What are your company's expectations in the event of an award?	<p>Our expectations are to engage our 6,000+ company owned and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs.</p> <p>NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.</p> <p>Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>GPC has had 96 years of profitable growth and 65 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2023 Annual Report in the attached documents for this RFP.</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>NAPA Auto parts has a 9% market share of the overall Automotive parts sales in the US.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>NAPA Auto parts has approximately 6% of the Canadian Automotive parts market.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>None, There have been no Bankruptcy proceedings for Genuine Parts Company dba NAPA Auto Parts</p>	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP.</p> <p>a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts.</p> <p>The NAPA catalog of parts contains more than 565,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (4100 independent and 1,900 company) are the only authorized distributor and reseller of the parts that we propose in this RFP.</p> <p>Our 4,100 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcwell contract, should we be awarded.</p> <p>b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcwell customers to order directly when needed to support their fleets.</p>	*
18	<p>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.</p>	<p>GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>In 2021 NAPA Auto Parts automotive division and our Integration business operations combined to win the 2021 Legacy award with Sourcwell.</p> <p>In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcwell Pioneer award at Sourcwell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcwell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcwell stated:</p> <p>"Jett has supported Sourcwell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcwell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcwell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>In the past three years, we have exceeded 15% percent of our Automotive Fleet Parts Group sales in the government sector.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell-Aftermarket Parts and IBS \$160,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment \$56,000,000 E&I Educational Cooperative \$1,000,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants \$1,000,000 Axia \$1,000,000 ST of GA \$15,000,000 St of TN \$6,000,000 ST of WA \$10,500,000 ST of NJ \$6,800,000 ST of MA \$6,500,000 ST of VA \$4,500,000 ST of LA \$4,600,000 ST of CA \$5,800,000 ST of WV \$4,000,000 ST of CT \$3,000,000
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
State of California	Yolanda Tutt Department of General Services Procurement Division	279-946-8401
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org

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

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

Line Item	Question	Response *
26	Sales force.	Total Estimated U.S. & Canada GPC Employees = 51,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA’s government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 7,000 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>GPC in 2024 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence.</p> <p>These distribution centers are located in 40 states and service approximately 1,900 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 4,100 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 55% of the total U.S. APG sales and 20% of GPC's overall total sales.</p> <p>When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members</p>	*
28	Service force.	<p>As mentioned in our response to Question #26, we have more than 51,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada.</p> <p>From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average \$6 -\$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night.</p> <p>Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP:</p> <ul style="list-style-type: none"> • Sales Manager • District Manager • Wholesale Manager • Business development Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Business Development managers (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people <p>In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners.</p> <p>The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage:</p> <ol style="list-style-type: none"> 1. NAPA HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth 	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders will go through the local servicing NAPA stores. Via Electronic ordering, phone, fax or a walk in visit to our NAPA store. Orders and returns will follow the same process through the servicing NAPA store.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punch-out in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows:</p> <ul style="list-style-type: none"> • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days <p>NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal.</p> <p>For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS.</p> <p>NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping.</p> <p>Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here.</p> <p>We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell.</p> <p>We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise.</p> <p>The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met.</p> <p>Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here.</p> <p>The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores.</p> <p>It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>NAPA has a strong presence in every region and is fully capable of serving the entire US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP</p>

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Depending on the entity and there qualifications as a non-profit we can extend terms to non-profits but many Master agreements do not offer contract abilities and pricing to non-profits as Sourcewell does. We rely on Sourcewell for most of our Non-profit Master agreements.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force.</p> <p>Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process.</p> <p>This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award.</p> <p>Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs.</p> <p>NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted.</p> <p>NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.</p> <ul style="list-style-type: none"> • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o Fleet-Con presented by Fleet Pros www.FleetPros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members.</p> <p>Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort:</p> <ul style="list-style-type: none"> • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts 	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us:</p> <ul style="list-style-type: none"> • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 560,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timely way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 560,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketersa, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. 	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels.</p> <p>Technician Training:</p> <ol style="list-style-type: none"> a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers 	*

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>NAPA's proposal covers multiple technological advances in the following:</p> <ul style="list-style-type: none"> • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. <p>NAPA can work with government agencies to provide special pricing on Mitchell On Demand:</p> <ul style="list-style-type: none"> • This is a web and PC based program that aids Sourcwell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule
<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com.</p> <p>Environmental stewardship is an integral part of who we are and how we do business. Our commitment to protect and preserve the environment focuses on high-impact areas where we can make a measurable difference for our teammates, suppliers, customers, communities and investors.</p> <p>RCI-Safe Solutions -Our Sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle.</p> <p>GPC has the following priorities in place in terms of our Green Program</p> <ul style="list-style-type: none"> • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services <p>NAPA Markets and Sells Many Green Initiative Products</p> <ul style="list-style-type: none"> • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components <p>NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow:</p> <p>NAPA Fleet Management</p> <ul style="list-style-type: none"> • Recycles more than 20 tons of tires annually • Recycles more than 3,500 gallons of oil annually <p>General Recycling</p> <ul style="list-style-type: none"> • More than 7,800 lbs. of cardboard annually • More than 6,400 lbs. of other waste annually <p>Energy Efficiency</p> <ul style="list-style-type: none"> • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO2

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Please see our complete Sustainability guide attached to this RFP response.</p> <p>At this time, our sustainability reporting is aligned to SASB and TCFD frameworks. We continue monitoring the regulatory landscape in the U.S. and internationally, including the recent proposed rule from the U.S. Securities and Exchange Commission (SEC) to mandate standardized ESG disclosures for public companies, as well as the Corporate Sustainability Reporting Directive (CSRD) rules in Europe. We will update our approaches and reporting to comply with regulatory changes as they occur.ustainability page at www.genpt.com.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>GPC has the capability to offer the following custom and unique value adds.</p> <ul style="list-style-type: none"> • Integrated Business Solutions: existing Sourcewell Contract • Motion Industries ~4,800,000 SKUs of MRO and Industrial components and supplies to 150,000 MRO and OEM Customers through 10 distribution centers, through ~470 branches and 53 Service Centers, www.motionindustries.com <ul style="list-style-type: none"> o NAPA Filters - www.napafilters.com, o NAPA Heavy Duty - www.napaonline.com o NAPA Undercar, www.napaonline.com o NAPA Electrical Sales and Under hood, www.napaonline.com o Martin Senour~ Paint, www.martinsenour.com o Balkamp, www.balkamp.com o NAPA Tools and Equipment, www.napaonline.com o NAPA Brakes, www.napabrakes.com o NAPA Heating and Cooling, www.napabeltshose.com • NAPA TRACS- Total Repair Automotive Computer System – powerful estimating, technical information and shop management solutions – www.napatracs.com • IBIZ – described above www.napaibiz.com • NAPA AutoCare Centers, www.napaautocare.com <p>Largest network of independently owned automotive technicians in the US. ~15,000 automobile, truck, and collision centers</p> <p>MIC- Market Place Inventory Classification This is the process that uses RL Polk data and additional registrations of fleet and leased vehicles in all NAPA markets to determine proper stocking levels in stores and DCs. This means less downtime at the Sourcewell Member's repair facility due to NAPA having more and more of the right parts on the shelves.</p> <p>Mitchell 1, and Mitchell On Demand - Described above – www.mitchell1.com As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals.</p> <p>Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 4,500 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones.</p> <p>As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations.</p> <p>Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community.</p> <p>Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance</p>
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms are net 30 days, Payment methods are Check, ACH, or credit card	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	NA	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A copy of our Invoice document that is used on all transactions has been uploaded to the Documents section of this RFP. Standard documents or forms for ordering are also offered on our Prolink site for electronic ordering, and are included in the Prolink site that the customer will use and have a secure login and password specific to each user. NAPA can adapt and customize the process per the request of the entity.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, NAPA accepts P-card payment with no additional charge to the end user.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell Discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcwell members. NAPA's list prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology category Discount percentage shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcwell every time an individual product increases in price. The attached Sourcwell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcwell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US. A copy of the List less Discount sheet attached.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As a list less discount percentage for parts by category for over 560,000 parts the discount range is 46% to 72% off list price depending on the item category.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcwell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcwell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcwell member and the local NAPA store on a case-by-case basis	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcwell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically nonstandard line items.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question 63, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same.</p> <p>In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcwell members will have first agreed to the additional freight charges.</p> <p>Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale.</p> <p>NAPA works with our supplier network to provide a delivery method to "Drop Ship". In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcwell members. Offshore shipping will be established as "as needed" and agreed to by the NAPA store and the Sourcwell Member</p>	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcwell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal.</p> <p>For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS.</p> <p>NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcwell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call</p>	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>NAPA self-audits both our contract pricing to Sourcwell members and our sales reporting and administrative fee paid to Sourcwell each quarter.</p> <p>Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcwell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance.</p> <p>Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcwell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately</p>	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Currently and if awarded NAPA uses a special system called TAMS within all 6000 NAPA stores that is turned on for each Sourcwell entity that utilizes this contract. They are given an account# and registered in our RAM system to track all daily sales transactions that are placed. All sales are measured month to date and year to date over previous time periods to track success and growth.</p>	*
69	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>U.S. Operations: NAPA will pay Sourcwell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcwell on a quarterly basis based on total qualified net sales of all registered Sourcwell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcwell within forty-five (45) days after the end of each calendar quarter.</p> <p>Canadian Operations: On any direct Sourcwell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcwell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcwell within forty-five (45) days after the end of each calendar quarter</p>	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Yes, The pricing offered in this proposal is as good or better than than pricing typically offered through existing cooperative contracts.

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment.</p> <p>Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them.</p> <p>Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials.</p> <p>NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than \$1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 560,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently.</p> <p>Our network starts with the 4,100 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,500-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need.</p> <p>Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order</p> <p>NAPA offers custom orders and can source almost any OEM or Aftermarket part worldwide. Our store create custom hoses and hydraulics for an array of vehicles. Some NAPA stores still offer machine services to refurbish some parts.</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>NAPA is able to provide all product categories listed in Table 14B, including:</p> <ul style="list-style-type: none"> • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
73	Air conditioning, heating, and other climate control	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide *
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. Including New and Remanufactured products. *
75	Automotive bearings (wheel, roller ball, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide *
76	Automotive belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers. *
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide and offers good better and best options for the user as well as Heavy duty truck parts. *
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide
79	Exhaust systems and emission parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
80	Engine and drive train (Internal Combustion Engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
81	Engine and drive train (Hybrid, EV, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
82	Engine heating and cooling	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
83	Filters (oil, fuel, air, transmission, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. NAPA also offers Good better and best items in this category and recommends using Fleet focused products for best durability.
84	Oils and lubricants (regular, synthetic, blend)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide as well as NAPA branded oils and lubricants.
85	Pumps (fuel, fluids, water, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. New and Remanufactured pumps are available.

- [Pricing](#) - NAPA Pricing Category Description 9074-Sourcewell.docx - Tuesday September 17, 2024 12:22:53
- [Financial Strength and Stability](#) - GPC 2023 Annual Report (1).pdf - Tuesday September 17, 2024 12:00:57
- [Marketing Plan/Samples](#) - Sourcewell Announcement Government Agencies (2).pdf - Tuesday September 17, 2024 12:07:27
- [WMBE/MBE/SBE or Related Certificates](#) - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 12:02:24
- [Standard Transaction Document Samples](#) - Order invoice Sample-NAPA.pdf - Friday September 27, 2024 14:04:20
- [Requested Exceptions](#) - RFP_100124_Master_Agreement_Aftermarket_Vehicle_Parts__Supplies (1).docx - Wednesday August 21, 2024 10:42:12
- [Upload Additional Document](#) - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 11:53:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bret Robyck, Sr. Vice President, Genuine Parts Company dba NAPA 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 obligations contemplated in the solicitation proposal.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	<input checked="" type="checkbox"/>	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	<input checked="" type="checkbox"/>	2

86	Safety and security systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
87	Vehicle interior/exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
90	Control systems components (transmission, differential, traction, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
91	Windshield (wipers and windshield washer components)	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
92	Vehicle paint and primer	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	<input checked="" type="radio"/> Yes <input type="radio"/> No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

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."

NAPA Auto Parts # 100124-GPC

Pricing for contract #100124-GPC offers Sourcewell participating agencies the following discounts:

- A range of 46%-72% off list price depending on the item category.

**SOURCEWELL
STATE OF MINNESOTA**



Member Kicker moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

7/16/2024

Resolution No. 2024_23

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Zylka, Thiel, Barrows, Arts, Kicker, Dahlberg

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2024

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:
	Risk Management, Employee Benefits, and Insurance Consulting Services
	Requesting Board permission to Re-Solicit the following categories:
	After Market Parts and Supplies
Body Armor with Related Accessories, Equipment, and Services	
Tax Exempt Municipal Leasing with Related Services	
Indefinite Delivery Indefinite Quantity - Florida	

CONSENT AGENDA ITEMS	Contract Extensions		
	Supplier Name	Contract Number	Solicitation Title
	Multiforce Systems	092920-MTF	"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"
	Gilbarco	092920-GVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"
	Syn-tech Systems	092920-SYS	"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"
	E.J. Ward	092920-EJW	"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"
	JF Petroleum Group	092920-JFA	"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"
	Western Global	092920-WST	"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"
	Graco	092920-GRC	"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"
	NAPA	032521-GPC	"Aftermarket Vehicle Parts and Supplies"
	Peterbilt	060920-PMC	"Class 4-8 Chassis with Related Equipment, Accessories and Services"
Shaw Integrated and Turf Solutions	080819-SII	"Flooring Materials with Related Supplies and Services"	

CONSENT AGENDA ITEMS	New Contracts		
	Supplier Name	Contract Number	Solicitation Title
	TK Elevator Corporation	050224-TKE	"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"
	Schindler Elevator Corporation	050224-SCH	"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"
	Transel Elevator & Electric, Inc.	050224-TRL	"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"
	National Auto Fleet Group	032824-NAF	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Truckcorp, LLC	032824-TRK	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Olathe Ford Sales	032824-OLA	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Navistar	032824-NVS	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Nikola Corporation	032824-NKA	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Peterbilt Motors Company	032824-PMC	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Kenworth Truck Company	032824-KTC	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	The Lion Electric Company/Lion Buses, Inc.	032824-LON	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Electric Vehicle Conversions	032824-ELV	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Roundtrip EV Solutions	032824-RDT	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Certified Stainless Service dba West-Mark	032824-CER	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Rush Truck Centers of Texas/Rush Enterprises	032824-RTG	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
	Workhorse Technologies	032824-WKH	"Class 4-8 Chassis and Cabs with Related Equipment and Services"

APPENDIX A Continued

Daimler Trucks North America	032824-DAI	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
Battle Motors	032824-CRN	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
Autocar Truck/Autocar Industries	032824-ATC	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
Mack Trucks	032824-MAK	"Class 4-8 Chassis and Cabs with Related Equipment and Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	Region - Type of Work
none		
Company Name	Contract Number	
IDIQ CONTRACT EXTENSIONS		
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	
Skyline Roofing, Inc.	MD-R1-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R2-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R3-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	
Centennial Contractors Enterprises, Inc.	MD-R6-GC04-052621-CCE	
Centennial Contractors Enterprises, Inc.	MD-R5-GC04-052621-CCE	
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-GC03-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-E02-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-RW02-052621-PAI	
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R1-GC02-052621-FHP	
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	
S-Works Construction Corporation	MD-R2-GC03-052621-SWC	
Vigil Contracting, Inc.	MD-R4-GC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	
Adrian L. Merton, Inc.	MD-R3-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	
Centennial Contractors Enterprises, Inc.	MD-R3-GC02-052621-CCE	
Paige Industrial Services, Inc.	MD-R3-PAC01-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	
Adrian L. Merton, Inc.	MD-R2-HVAC02-052621-ALM	
Centennial Contractors Enterprises, Inc.	MD-R4-GC02-052621-CCE	
Johnson-Laux Construction, LLC	MD-R1-GC04-052621-JLC	
Centennial Contractors Enterprises, Inc.	MD-R1-GC03-052621-CCE	
Step 1 Enterprises, LLC	MD-R1-GC01-052621-S1E	
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	
The Matthews Group	MD-R2-GC04-052621-TMG	
Vigil Contracting, Inc.	MD-R3-GC04-052621-VGL	
Vigil Contracting, Inc.	MD-R3-HVAC01-052621-VGL	
Nichols Contracting, Inc.	MD-R3-GC01-052621-NIC	
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-E02-052621-VGL	
Paige Industrial Services, Inc.	MD-R5-GC03-052621-PAI	
Vigil Contracting, Inc.	MD-R6-GC01-052621-VGL	
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	
Mans Construction Company	NM-R1-E-060222-MCO	
National Roofing Company, Inc.	NM-R1-R-060222-NRC	
National Roofing Company, Inc.	NM-R2-R-060222-NRC	
National Roofing Company, Inc.	NM-R5-R-060222-NRC	

APPENDIX A Continued

Mans Construction Company	NM-R4-R-060222-MCO	
Ross Wes Electrical Services	NM-R5-E-060222-RWE	
Junior Builders	NM-R4-GC-060222-JUB	
Junior Builders	NM-R4-P-060222-JUB	
Junior Builders	NM-R3-GC-060222-JUB	
Junior Builders	NM-R3-P-060222-JUB	
HB Construction, Inc.	NM-R5-GC-060222-HCO	
GM Builders, Inc.	NM-R5-GC-060222-GMB	
GM Builders, Inc.	NM-R2-GC-060222-GMB	
Mans Construction Company	NM-R4-E-060222-MCO	
Mans Construction Company	NM-R5-R-060222-MCO	
White Sands Construction Inc.	NM-R5-GC-060222-WSC	
GM Builders, Inc.	NM-R5-R-060222-GMB	
National Construction, Inc.	NM-R4-GC-060222-NCI	
Jim Sena Construction Co., Inc.	NM-R3-GC-060222-JSC	
GM Builders, Inc.	NM-R2-R-060222-GMB	
GM Builders, Inc.	NM-R3-R-060222-GMB	
WWRC, Inc.	NM-R3-P-060222-WRI	
Jim Sena Construction Co., Inc.	NM-R3-R-060222-JSC	
WWRC, Inc.	NM-R2-HVAC-060222-WRI	
GM Builders, Inc.	NM-R1-R-060222-GMB	
HB Construction, Inc.	NM-R1-GC-060222-HCO	
WWRC, Inc.	NM-R3-R-060222-WRI	
WWRC, Inc.	NM-R4-GC-060222-WRI	
WWRC, Inc.	NM-R4-P-060222-WRI	
WWRC, Inc.	NM-R4-R-060222-WRI	
Jim Sena Construction Co., Inc.	NM-R4-R-060222-JSC	
GM Builders, Inc.	NM-R4-R-060222-GMB	
HB Construction, Inc.	NM-R2-GC-060222-HCO	
Ross Wes Electrical Services	NM-R1-E-060222-RWE	
WWRC, Inc.	NM-R3-HVAC-060222-WRI	
Jim Sena Construction Co., Inc.	NM-R4-GC-060222-JSC	
Mans Construction Company	NM-R5-E-060222-MCO	
Consolidated Builders of NM	NM-R3-GC-060222-COB	
Consolidated Builders of NM	NM-R4-GC-060222-COB	
CORE Construction Services of Texas, Inc.	NM-R5-GC-060222-CCT	
DKG & Associates, Inc.	NM-R2-R-060222-DKG	
Ross Wes Electrical Services	NM-R2-E-060222-RWE	
GM Builders, Inc.	NM-R1-GC-060222-GMB	
Dallago Corporation	NM-R1-P-060222-DCO	
CORE Construction Services of Texas, Inc.	NM-R1-GC-060222-CCT	
Dallago Corporation	NM-R1-HVAC-060222-DCO	
DKG & Associates, Inc.	NM-R4-R-060222-DKG	
DKG & Associates, Inc.	NM-R5-R-060222-DKG	
Consolidated Builders of NM	NM-R1-GC-060222-COB	
Consolidated Builders of NM	NM-R2-GC-060222-COB	
CORE Construction Services of Texas, Inc.	NM-R2-GC-060222-CCT	
Mans Construction Company	NM-R3-E-060222-MCO	
WWRC, Inc.	NM-R4-HVAC-060222-WRI	
Mans Construction Company	NM-R1-GC-060222-MCO	
Mans Construction Company	NM-R2-E-060222-MCO	
Consolidated Builders of NM	NM-R5-GC-060222-COB	
DKG & Associates, Inc.	NM-R1-R-060222-DKG	
Smith Roofing, Inc.	NM-R5-R-060222-SMR	
WWRC, Inc.	NM-R2-GC-060222-WRI	
WWRC, Inc.	NM-R2-P-060222-WRI	
WWRC, Inc.	NM-R2-R-060222-WRI	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
The Lusk Group	KY-NC-HVAC02-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	

APPENDIX A Continued

F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
Tecta America Corp	KY-NC-RW02-062420-TEA	
Tecta America Corp	KY-E-RW02-062420-TEA	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
Place Services, Inc.	KY-E-GC01-062420-PLS	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
Place Services, Inc.	KY-W-E01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	

**SOURCEWELL
STATE OF MINNESOTA**



Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

1/21/2025

Resolution No. 2025_02

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker, Dahlberg and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

Signed by:

Linda Arts

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2025

AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Water Collection and Control Products for Community Infrastructure		
	Smart Infrastructure Solutions, Outdoor Sensors and Related Products and Service:		
	Requesting Board permission to Re-Solicit the following categories:		
	Road Right-of-Way Maintenance Equipment		
	Indefinite Delivery Indefinite Quantity Construction - New Mexicc		
	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	All Hands Fire Equipment, LLC	091924-ALH	"Body Armor with Related Accessories, Equipment and Services"
	Atlantic Diving Supply, Inc.	091924-ADS	"Body Armor with Related Accessories, Equipment and Services"
Black Box Safety, Inc.	091924-BBS	"Body Armor with Related Accessories, Equipment and Services"	
Galls, LLC	091924-GAL	"Body Armor with Related Accessories, Equipment and Services"	
GH Armor Systems, Inc.	091924-GHA	"Body Armor with Related Accessories, Equipment and Services"	
HighCom Armor Solutions, Inc.	091924-HCM	"Body Armor with Related Accessories, Equipment and Services"	
U.S. Armor Corporation	091924-URM	"Body Armor with Related Accessories, Equipment and Services"	
Accruent, LLC	102424-CAN	"Facility Assessment and Planning with Related Services"	
ALPHA Facilities Solutions, LLC	102424-ALP	"Facility Assessment and Planning with Related Services"	
Armstrong Torseth Skold and Rydeen, Inc.	102424-ATR	"Facility Assessment and Planning with Related Services"	
FOS of CannonDesign	102424-FOS	"Facility Assessment and Planning with Related Services"	
ICS Consulting, Inc.	102424-ICC	"Facility Assessment and Planning with Related Services"	
McKinstry Essention, LLC	102424-MCK	"Facility Assessment and Planning with Related Services"	
Roth IAMS, LLC	102424-RTH	"Facility Assessment and Planning with Related Services"	
Terracon Consultants, Inc.	102424-TRC	"Facility Assessment and Planning with Related Services"	
Tetra Tech, Inc.	102424-TTT	"Facility Assessment and Planning with Related Services"	
The Gordian Group, Inc.	102424-GGI	"Facility Assessment and Planning with Related Services"	
AutoZone Parts, Inc.	100124-AUZ	"Aftermarket Vehicle Parts and Supplies"	
Genuine Parts Company dba NAPA Auto Parts	100124-GPC	"Aftermarket Vehicle Parts and Supplies"	
Imperial Supplies, LLC	100124-IMP	"Aftermarket Vehicle Parts and Supplies"	
O'Reilly Auto Enterprises, LLC	100124-ORA	"Aftermarket Vehicle Parts and Supplies"	
PACCAR Parts	100124-PCP	"Aftermarket Vehicle Parts and Supplies"	
Canon USA, Inc.	112124-CAN	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
HP, Inc.	112124-HPC	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
Konica Minolta Business Solutions U.S.A., Inc.	112124-KON	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
Lexmark International, Inc.	112124-LEX	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
Ricoh USA, Inc.	112124-RCH	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
RISO, Inc.	112124-RSO	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
Sharp Electronics Corporation	112124-SEC	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
Toshiba America Business Solutions, Inc.	112124-TOS	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
vCloud Tech, Inc.	112124-VCO	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
Xerox Corporation	112124-XOX	"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"	
CONTRACT EXTENSIONS			
Supplier Name	Contract Number	Solicitation Title	
General Motors	101520-GNL	"OEM Automotive Parts and Supplies"	
Toter	041521-TOT	"Plastic Refuse and Recycling Containers with Related Technology Solutions"	

CONSENT AGENDA ITEMS

AngelTrax	020221-IVS	"Fleet Management Technologies with Related Software Solutions"
Deere & Company	031121-DAC	"Grounds Maintenance Equipment, Attachments and Accessories with Related Services"
Toro	031121-TTC	"Grounds Maintenance Equipment, Attachments and Accessories with Related Services"
Facility Optimization Solutions	050421-FAC	"JOC or IQCC Program Management Consulting Services"
ALPHA Facilities	020421-ALP	"Facility Assessment and Planning with Related Services"
CNH Industrial America	110719-CNH	"Ag Tractors with Related Attachments, Accessories and Supplies"
Deere & Company	110719-JDC	"Ag Tractors with Related Attachments, Accessories and Supplies"
ChargePoint	042221-CPI	"Electric Vehicle Supply Equipment and Related Services"
FLO Services USA	042221-FLO	"Electric Vehicle Supply Equipment and Related Services"
Livingston Charge Port	042221-LIV	"Electric Vehicle Supply Equipment and Related Services"
Nuvve	042221-NUV	"Electric Vehicle Supply Equipment and Related Services"
SemaConnect	042221-SEM	"Electric Vehicle Supply Equipment and Related Services"
Morbark	031721-MBI	"Tree Maintenance Equipment, Attachments and Accessories"

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
Brown & Root Industrial Services, LLC	KY-R1-GC-102924-KBR	Region 1-General Construction
Brown & Root Industrial Services, LLC	KY-R2-GC-102924-KBR	Region 2-General Construction
Brown & Root Industrial Services, LLC	KY-R3-GC-102924-KBR	Region 3-General Construction
CORE Construction Indiana, LLC	KY-R1-GC-102924-CCIL	Region 1-General Construction
Delta Services, LLC	KY-R1-E-102924-DSL	Region 1-Electrical
Delta Services, LLC	KY-R2-E-102924-DSL	Region 2-Electrical
Delta Services, LLC	KY-R3-E-102924-DSL	Region 3-Electrical
Eastern Corporation	KY-R1-RW-102924-EAST	Region 1-Roofing/Weatherproofing
Eastern Corporation	KY-R2-RW-102924-EAST	Region 2-Roofing/Weatherproofing
Eastern Corporation	KY-R3-RW-102924-EAST	Region 3-Roofing/Weatherproofing
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-R1-GC-102924-FHP	Region 1-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-R2-GC-102924-FHP	Region 2-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-R3-GC-102924-FHP	Region 3-General Construction
G.W.Day LLC, DBA; Superior Flooring	KY-R1-F-102924-SUP	Region 1-Flooring
G.W.Day LLC, DBA; Superior Flooring	KY-R2-F-102924-SUP	Region 2-Flooring
G.W.Day LLC, DBA; Superior Flooring	KY-R3-F-102924-SUP	Region 3-Flooring
Glenwood Electric, Inc.	KY-R2-E-102924-GLEN	Region 2-Electrical
Glenwood Electric, Inc.	KY-R3-E-102924-GLEN	Region 3-Electrical
Hall Contracting of Kentucky, Inc.	KY-R1-C-102924-HALL	Region 1-Concrete
Hall Contracting of Kentucky, Inc.	KY-R1-PAC-102924-HALL	Region 1-Paving Asphalt
Hall Contracting of Kentucky, Inc.	KY-R2-C-102924-HALL	Region 2-Concrete
Hall Contracting of Kentucky, Inc.	KY-R2-PAC-102924-HALL	Region 2-Paving Asphalt
Johnson-Laux Construction, LLC	KY-R1-GC-102924-JLC	Region 1-General Construction
Johnson-Laux Construction, LLC	KY-R2-GC-102924-JLC	Region 2-General Construction
Johnson-Laux Construction, LLC	KY-R3-GC-102924-JLC	Region 3-General Construction
Libs Paving Company, Inc.	KY-R2-PAC-102924-LIBS	Region 2-Paving Asphalt
Lusk Mechanical Contractors, Inc.	KY-R1-E-102924-LMC	Region 1-Electrical
Lusk Mechanical Contractors, Inc.	KY-R1-HVAC-102924-LMC	Region 1-HVAC/Mechanical
Lusk Mechanical Contractors, Inc.	KY-R2-E-102924-LMC	Region 2-Electrical
Lusk Mechanical Contractors, Inc.	KY-R2-HVAC-102924-LMC	Region 2-HVAC/Mechanical
Lusk Mechanical Contractors, Inc.	KY-R3-E-102924-LMC	Region 3-Electrical
Lusk Mechanical Contractors, Inc.	KY-R3-HVAC-102924-LMC	Region 3-HVAC/Mechanical
McDaniel's Construction Corp., Inc.	KY-R2-GC-102924-MCC	Region 2-General Construction
McDaniel's Construction Corp., Inc.	KY-R3-GC-102924-MCC	Region 3-General Construction
Osprey Management, LLC	KY-R1-GC-102924-OML	Region 1-General Construction
Osprey Management, LLC	KY-R2-GC-102924-OML	Region 2-General Construction
Osprey Management, LLC	KY-R3-GC-102924-OML	Region 3-General Construction
Prodigy Building Solutions, LLC	KY-R1-RW-102924-PBS	Region 1-Roofing/Weatherproofing
Prodigy Building Solutions, LLC	KY-R2-RW-102924-PBS	Region 2-Roofing/Weatherproofing
Prodigy Building Solutions, LLC	KY-R3-RW-102924-PBS	Region 3-Roofing/Weatherproofing
Ward Humphrey, Inc.	GA-ST-043024-WHI	Statewide-General Construction
Prime Contractors, Inc.	GA-ST-043024-PCI	Statewide-General Construction
Bayne Development Group	GA-ST-043024-BDG	Statewide-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-ST-043024-FHP	Statewide-General Construction
Bent Pine Construction Co.	GA-ST-043024-BPCC	Statewide-General Construction
Johnson-Laux Construction, LLC	GA-ST-043024-JLC	Statewide-General Construction
Greene & Burdette Property Management, LLC	GA-ST-043024-GBP	Statewide-General Construction

APPENDIX A Continued

Jewel of the South	GA-ST-043024-JOS	Statewide-General Construction
JOC Construction	GA-ST-043024-LRI	Statewide-General Construction
Osprey Management, LLC	GA-ST-043024-OML	Statewide-General Construction
Darsey Construction, LLC	GA-ST-043024-DAR	Statewide-General Construction
The Polote Corporation	GA-ST-043024-TPC	Statewide-General Construction
Frazier Service Co, Inc.	GA-ST-043024-FSCI	Statewide-General Construction
Mahogany Interiors, LLC	GA-ST-043024-MIL	Statewide-General Construction
Albion General Contractors, Inc.	GA-ST-043024-ALB	Statewide-General Construction
Barrett Contracting Group, LLC	GA-ST-043024-BAR	Statewide-General Construction
IDIQ CONTRACT EXTENSIONS		
Company Name	Contract Number	
ABM Building Solutions, LLC	CA-R3-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R4-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R5-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R6-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R8-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R9-HVAC-101723-ABL	
ABM Electrical & Lighting Solutions, Inc.	CA-R3-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R4-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R5-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R6-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R8-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R9-E-101723-AEL	
ACCO Engineered Systems, Inc.	CA-R1-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R10-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R2-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R3-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R7-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R8-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R8-PLUM-101723-AES	
ACCO Engineered Systems, Inc.	CA-R8-SS-101723-AES	
ACCO Engineered Systems, Inc.	CA-R9-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R9-PLUM-101723-AES	
Accurate Construction Company, Inc.	CA-R8-GB-101723-ACC	
Alco Building Solutions	CA-R1-GB-101723-ABU	
Alco Building Solutions	CA-R1-E-101723-ABU	
Alco Building Solutions	CA-R10-GB-101723-ABU	
Alco Building Solutions	CA-R10-E-101723-ABU	
Alco Building Solutions	CA-R2-GB-101723-ABU	
Alco Building Solutions	CA-R2-E-101723-ABU	
Alco Building Solutions	CA-R3-GB-101723-ABU	
Alco Building Solutions	CA-R3-E-101723-ABU	
Alco Building Solutions	CA-R4-GB-101723-ABU	
Alco Building Solutions	CA-R4-E-101723-ABU	
Alco Building Solutions	CA-R5-E-101723-ABU	
Alco Building Solutions	CA-R7-E-101723-ABU	
Alco Building Solutions	CA-R8-GB-101723-ABU	
Alco Building Solutions	CA-R8-E-101723-ABU	
Alco Building Solutions	CA-R9-S-101723-ABU	
All Source Company Building Group fka All Source Tile, Inc.	CA-R9-GB-101723-ASC	
All Source Company Building Group fka All Source Coatings, Inc.	CA-R9-P-101723-ASC	
All Source Company Building Group fka All Source Tile, Inc.	CA-R9-F-101723-ALS	
AME Builders, Inc.	CA-R8-RW-101723-ABI	
AMTEK Construction	CA-R8-E-101723-ATK	
Angeles Contractor, Inc.	CA-R4-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R5-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R6-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R6-E-101723-ACI	
Angeles Contractor, Inc.	CA-R6-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R7-E-101723-ACI	
Angeles Contractor, Inc.	CA-R7-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R7-F-101723-ACI	
Angeles Contractor, Inc.	CA-R8-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R8-E-101723-ACI	

APPENDIX A Continued

Angeles Contractor, Inc.	CA-R8-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R8-F-101723-ACI	
Angeles Contractor, Inc.	CA-R9-E-101723-ACI	
Angeles Contractor, Inc.	CA-R9-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R9-F-101723-ACI	
Angeles Contractor, Inc.	CA-R4-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R6-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R7-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R8-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R9-PAV-101723-ACI	
Ausonio, Inc.	CA-R6-GB-101723-AUS	
California Coast Carpet & Flooring	CA-R8-F-101723-CCF	
CORE West, Inc.	CA-R1-GB-101723-CRW	
CORE West, Inc.	CA-R10-GB-101723-CRW	
CORE West, Inc.	CA-R2-GB-101723-CRW	
CORE West, Inc.	CA-R3-GB-101723-CRW	
CORE West, Inc.	CA-R4-GB-101723-CRW	
CORE West, Inc.	CA-R5-GB-101723-CRW	
CORE West, Inc.	CA-R8-GB-101723-CRW	
CORE West, Inc.	CA-R9-GB-101723-CRW	
Dewberry Design Builders	CA-R8-GB-101723-DDB	
Durham Construction Company, Inc.	CA-R5-GB-101723-DCC	
Elegant Construction, Inc.	CA-R8-GB-101723-ECI	
Express Energy Services, Inc.	CA-R10-E-101723-EES	
Express Energy Services, Inc.	CA-R7-E-101723-EES	
Express Energy Services, Inc.	CA-R8-E-101723-EES	
Express Energy Services, Inc.	CA-R9-E-101723-EES	
Grondin Construction, Inc.	CA-R8-GB-101723-GCI	
Grondin Construction, Inc.	CA-R8-P-101723-GCI	
Grondin Construction, Inc.	CA-R9-GB-101723-GCI	
Grondin Construction, Inc.	CA-R9-P-101723-GCI	
Harry H. Joh Construction, Inc.	CA-R7-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-HVAC-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-P-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-HVAC-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-P-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-HVAC-101723-HJC	
Horizons Construction Co. Int'l, Inc.	CA-R5-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R6-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R10-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-GB-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-PLUM-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-GB-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-PLUM-101723-HRZ	
J G Contracting	CA-R5-GB-101723-JGC	
J G Contracting	CA-R6-GB-101723-JGC	
J G Contracting	CA-R7-GB-101723-JGC	
J G Contracting	CA-R7-PAV-101723-JGC	
LDCo., Inc.	CA-R8-GB-101723-LDC	
LDCo., Inc.	CA-R8-P-101723-LDC	
LDCo., Inc.	CA-R9-GB-101723-LDC	
Mackone Development, Inc.	CA-R8-GB-101723-MDI	
MDJ Management, LLC	CA-R7-GB-101723-MDJ	
MDJ Management, LLC	CA-R8-GB-101723-MDJ	

APPENDIX A Continued

Mesa Energy Systems	CA-R10-HVAC-101723-MSA	
Mesa Energy Systems	CA-R5-HVAC-101723-MSA	
Mesa Energy Systems	CA-R7-HVAC-101723-MSA	
Mesa Energy Systems	CA-R8-HVAC-101723-MSA	
Mesa Energy Systems	CA-R9-HVAC-101723-MSA	
MIK Construction Inc.	CA-R4-GB-101723-MIK	
MIK Construction Inc.	CA-R8-GB-101723-MIK	
Newton Construction & Management, Inc.	CA-R5-GB-101723-NCM	
Newton Construction & Management, Inc.	CA-R6-GB-101723-NCM	
Newton Construction & Management, Inc.	CA-R7-GB-101723-NCM	
Pacific Building Group	CA-R9-GB-101723-PBG	
QUINCON, INC.	CA-R10-GB-101723-QUI	
QUINCON, INC.	CA-R4-GB-101723-QUI	
QUINCON, INC.	CA-R5-GB-101723-QUI	
QUINCON, INC.	CA-R6-GB-101723-QUI	
QUINCON, INC.	CA-R7-GB-101723-QUI	
QUINCON, INC.	CA-R8-GB-101723-QUI	
Rite-Way Roof Corporation	CA-R7-RW-101723-RWR	
Rite-Way Roof Corporation	CA-R8-RW-101723-RWR	
Rite-Way Roof Corporation	CA-R9-RW-101723-RWR	
SJD&B, Inc.	CA-R7-RW-101723-SJD	
SJD&B, Inc.	CA-R8-GB-101723-SJD	
SJD&B, Inc.	CA-R8-PAV-101723-SJD	
SJD&B, Inc.	CA-R8-RW-101723-SJD	
Staples Construction Company	CA-R4-GB-101723-STA	
Vincor Construction, Inc.	CA-R8-GB-101723-VCI	
Vincor Construction, Inc.	CA-R9-GB-101723-VCI	
Vortex Construction	CA-R10-GB-101723-VTX	
Vortex Construction	CA-R10-RW-101723-VTX	
Vortex Construction	CA-R5-GB-101723-VTX	
Vortex Construction	CA-R5-RW-101723-VTX	
Vortex Construction	CA-R6-GB-101723-VTX	
Vortex Construction	CA-R6-RW-101723-VTX	
Vortex Construction	CA-R7-GB-101723-VTX	
Vortex Construction	CA-R7-RW-101723-VTX	
Vortex Construction	CA-R8-RW-101723-VTX	
Wildscape Restoration Inc., dba Urban Greening	CA-R7-L-101723-WLD	
World Wide Construction	CA-R8-GB-101723-WWC	
Wyatt Trapp, Inc.	CA-R8-GB-101723-WYT	
J & H Engineering General Contractors, Inc.	CA-R7-PAV-101723-JHE	
North Star Construction & Engineering, Inc.	CA-R3-PAV-101723-NSC	
Terra West Construction, Inc.	CA-R5-PAV-101723-TWC	



**COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #100124
Entitled**

Aftermarket Vehicle Parts and Supplies

The following advertisement was placed August 13, 2024, in and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, August 14, 2024 in the *Deseret News*, in South Carolina’s *The State*, in Oregon’s *Daily Journal of Commerce*, and in *The Salt Lake Tribune*, August 13 and August 20, 2024 in *The Oklahoman* and in the *USA Today*.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1454737 Alberta, Inc.	LeMay Auto Supply
AA Systems Truck & Bus	Leonard Aluminum Utility Buildings, Inc.
Aalbu Brothers	Matheny Motor Truck Company
Absolute AutoGuard, Inc.	Mega Technical Holdings, Ltd.
AIK Global, Inc.	Midway Ford Truck Center, Inc.
Al-Van Equip NW, Inc.	Mondial Automotive, Inc.
American Wheel & Tire #2, Ltd.	MoveMobility, Inc.
AutoZone Parts, Inc.	Neopart Transit, LLC
Benchmark, Inc.	O'Reilly Auto Enterprises, LLC dba O'Reilly Automotive Stores
Betts Platinum Group, LLC	Olathe Ford Sales, Inc.
Brigade Electronics, Inc.	Paccar Parts dba Paccar, Inc.

Brilliance Cyber Systems, Inc.	PAI Holdco, Inc. dba Parts Authority, LLC
Buyers Products Company, Inc.	Palmiq, Inc.
CleanSpray USA, LLC	Parts For Trucks, Inc.
CTP	PWXPress
Cummins, Inc. dba Cummins Sales and Service	Quality Vans & Specialty Vehicles
D&W Diesel, Inc.	Radio Engineering Industries, Inc. (REI)
Dana Safety Supply, Inc.	REJ California Group, Inc.
DG Technologies dba Dearborn Group, Inc.	RRT, Inc.
Doc's Diesel	RWC Group
Don Small & Sons Oil Distributor Co.	Safety Vision
Dreamcatcher Promotions	Sewell Family of Companies
Elite Truck Boxes, LLC	Share Corporation
Elliott Auto Supply Co, Inc. dba Factory Motor Parts	Small Car Performance
Emergency Technology	Sutton Ford, Inc.
Fisher Auto Parts	Tcd Cellular Communications, Inc.
General Parts, Incorporated dba Carquest	TerriCorp, Inc. dba Kingsburg Truck Center
Genuine Parts Company dba NAPA Auto Parts	Tina's Green Energy Solutions, LLC
Global Wholesale Machinery, Inc.	Uruhu Highlands
Golden Supply, Inc.	Utilitac Equipment and Upfitting
Henderson Products, Inc.	Vehicle Maintenance Program
Ice Glen Holdings, Inc. dba Fleet Electrical Service	Viking Cives Midwest, Inc.
ICS Consulting, Inc.	Waggle's Auto And Off-Road Accessories, LLC
Imperial Supplies Holdings, Inc. dba Grainger	Western Equipment, Ltd.
Jasper Engine Exchange dba Jasper's Engines & Transmissions	Williams and White Machine, Inc.
Johns Storage	WJ Technologies, LTD
K & G Equity, LLC	WS Healey Chevrolet

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on **October 1, 2024**. Proposals were received from the following:

- AutoZone Parts, Inc.
- Buyers Products Company, Inc.
- Cummins, Inc. dba Cummins Sales and Service
- DG Technologies dba Dearborn Group, Inc.
- Doc's Diesel
- Elliott Auto Supple Co, Inc. dba Factory Motor Parts
- Genuine Parts Company dba NAPA Auto Parts
- Global Wholesale Machinery, Inc.
- Golden Supply, Inc.
- Henderson Products, Inc.
- Ice Glen Holdings, Inc. dba Fleet Electrical Service
- Imperial Supplies Holdings, Inc. dba Grainger

Jasper Engine Exchange dba Jasper's Engines & Transmissions
O'Reilly Auto Enterprises, LLC dba O'Reilly Automotive Stores
Paccar Parts dba Paccar, Inc.
PAI Holdco, Inc. dba Parts Authority, LLC
Parts For Trucks, Inc.
Radio Engineering Industries, Inc. (REI)
TerriCorp, Inc. dba Kingsburg Truck Center
Utilitac Equipment and Upfitting
Vehicle Maintenance Program

Proposals were reviewed by the Proposal Evaluation Committee:

Carol Jackson, MA, Senior Procurement Analyst
Mari Vielma, Procurement Analyst II
Neva Crawford, Procurement Analyst I
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Cummins Inc., DG Technologies, Henderson Products, Radio Engineering Industries, Inc., fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

AutoZone Parts, Inc. is a retailer and distributor of automotive replacement parts and accessories in all 50 of the United States. Each of the over 7,000 stores carry an extensive product line for cars, sport utility vehicles, vans and light duty trucks, including new and remanufactured automotive hard parts, maintenance items, and accessories. They are offering Sourcewell entities solid discounts off list pricing along with some special stocking discounts occasionally.

Genuine Parts Company, dba NAPA Auto Parts, is a distributor and service provider of a full catalog of aftermarket automotive parts. These products are made available to Sourcewell participating entities in the United States and Canada by 60 distribution centers and over 6,600 independent and NAPA owned retail stores. NAPA products are also made available through the NAPA online and NAPA ProLink ordering systems. The aftermarket automotive parts proposed by NAPA are being provided at competitive discounts from MSRP.

Imperial Supplies, LLC, provides a broad offering of vehicle maintenance parts, fleet maintenance equipment, supplies, and tools. Imperial Supplies guarantees a 98% fill rate to Sourcewell participating entities in the United States through their 5 regionally aligned distribution centers. Their products are all available via e-procurement with the ability to integrate with numerous platforms. Imperial Supplies offers participating entities significant pricing discounts.


O'Reilly Auto Enterprises, LLC, dba O'Reilly Auto Parts, is a reseller of over 900 brands, offering Sourcewell participating entities a wide selection of aftermarket automotive parts for both domestic and imported automobiles, vans, and trucks. The products are being provided through 28 distribution centers and over 5,000 O'Reilly owned and operated stores in the United States. Additionally, O'Reilly offers online ordering via their

online ordering system, First Call. All products and services offered on contract are provided at considerable discounts off the standard list price with additional discounted payment terms available.

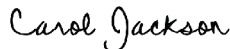
PACCAR Parts (Division of PACCAR Inc.) has a long tenure offering parts to multiple industries. Their 957 dealership locations in all 50 United States and all Providences in Canada, provide access to Sourcewell entities. Their offering of over 1.4 million different commercial truck parts gives entities the coverage for their heavy-duty parts needs. They are offering substantial discounts off list price to Sourcewell participating entities.

For these reasons, the following awards of Sourcewell Master Agreement #102924 are recommended:

AutoZone Parts, Inc.	#102924-AUZ
Genuine Parts Company dba NAPA Auto Parts	#102924-GPC
Imperial Supplies, LLC	#102924-IMP
O'Reilly Auto Enterprises, LLC	#102924-ORA
PACCAR Parts (Division of PACCAR, Inc.)	#102924-PCP

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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

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Carol Jackson, MA, Procurement Analyst II

Signed by:

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Mari Vielma, Procurement Analyst II

Signed by:

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Neva Crawford, Procurement Analyst I

STATEMENT OF COMPLIANCE

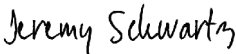
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #100124 and Aftermarket Vehicle Parts and Supplies**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.
2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.
3. The awards listed were made based on the results of the competitive solicitation process.
4. The awards listed were ratified by the Sourcewell Board of Directors on May 20, 2025.

Signed by:



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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer



**Proposal Evaluation
Aftermarket Vehicle Parts and Supplies RFP #100124**

Possible Points	Pass/Fail	AutoZone Parts, Inc.	Buyers Products Company, Inc.	Cummins Inc.	DG Technologies	Doc's Diesel	Elliott Auto Supply Co Inc.	Genuine Parts Company dba NAPA auto Parts	Global Wholesale Machinery Inc.	Golden Supply Inc	Henderson Products Inc
		Conformance to RFP Requirements	Pass	Pass	Pass			Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	39	37			29	36	45	36	35	
Ability to Sell and Deliver Service	150	129	117			91	122	134	103	96	
Marketing Plan	100	79	74			58	80	87	61	58	
Value Added Attributes	100	79	62			47	79	87	55	59	
Depth and Breadth of Offered Equipment, Products, or Services	200	165	116			85	163	173	119	95	
Pricing	400	294	254			256	265	321	240	270	
Total Points	1,000	784	659			566	744	847	613	612	
Rank Order		4	12			17	7	1	15	16	

Possible Points	Pass/Fail	Ice Glen Holdings, Inc.	Imperial Supplies Holdings Inc	Jasper Engine Exchange	O'Reilly Auto Enterprises LLC	Paccar Parts (PACCAR, Inc.)	PAI Holdco, Inc.	Parts For Trucks, Inc.	Radio Engineering Industries, Inc. (REI)	TerriCorp Inc	Utilitac Equipment and Upfitting	Vehicle Maintenance Program
		Conformance to RFP Requirements	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	34	41	43	44	41	35	35		34	37	36
Ability to Sell and Deliver Service	150	99	126	127	129	128	108	113		104	109	110
Marketing Plan	100	66	84	78	76	82	59	63		63	70	62
Value Added Attributes	100	69	84	83	82	81	67	64		72	63	62
Depth and Breadth of Offered Equipment, Products, or Services	200	151	168	159	173	160	168	144		115	138	141
Pricing	400	245	312	251	281	285	314	211		285	278	237
Total Points	1,000	664	815	741	784	776	749	629		673	693	649
Rank Order		11	2	8	3	5	6	14		10	9	13

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Scott Dobreiner
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Scott Dobreiner, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst II

Signed by:
Mari Vielma
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Mari Vielma, Procurement Analyst II

Signed by:
Neva Crawford
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neva Crawford, Procurement Analyst



Proposal Opening Record

Date of opening: October 1, 2024

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

The undersigned certify that all responses received on Request for Proposal #101024 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

AutoZone Parts, Inc. - Fri Sep 27, 2024 5:05:06 PM
Buyers Products Company, Inc. - Fri Sep 27, 2024 2:33:36 PM
Cummins, Inc. dba Cummins Sales and Service - Mon Sep 30, 2024 3:41:41 PM
DG Technologies dba Dearborn Group Inc. - Tue Oct 1, 2024 2:42:18 PM
Doc's Diesel - Mon Sep 30, 2024 10:59:26 AM
Elliott Auto Supply Co, Inc. dba Factory Motor Parts - Tue Sep 24, 2024 10:50:38 AM
Genuine Parts Company dba NAPA auto Parts - Fri Sep 27, 2024 2:12:03 PM
Global Wholesale Machinery, Inc. - Tue Oct 1, 2024 10:28:54 AM
Golden Supply, Inc - Tue Oct 1, 2024 3:16:56 PM
Henderson Products, Inc. - Tue Oct 1, 2024 8:56:11 AM
Ice Glen Holdings, Inc. dba Fleet Electrical Service - Tue Oct 1, 2024 2:07:47 PM
Imperial Supplies Holdings, Inc dba Grainger - Mon Sep 30, 2024 3:29:58 PM
Jasper Engine Exchange dba Jasper's Engines & Transmissions - Fri Sep 27, 2024 3:22:48 PM
O'Reilly Auto Enterprises, LLC dba O'Reilly Automotive Stores - Mon Sep 30, 2024 8:40:59 AM
Paccar Parts dba Paccar, Inc. - Fri Sep 27, 2024 3:03:15 PM
PAI Holdco, Inc. dba Parts Authority LLC - Thu Sep 26, 2024 12:29:35 PM
Parts For Trucks, Inc. - Tue Oct 1, 2024 3:14:07 PM
Radio Engineering Industries, Inc. (REI) - Tue Oct 1, 2024 2:29:09 PM
TerriCorp, Inc dba Kingsburg Truck Center - Tue Oct 1, 2024 3:28:12 PM
Utilitac Equipment and Upfitting - Tue Oct 1, 2024 3:38:10 PM
Vehicle Maintenance Program - Tue Oct 1, 2024 1:51:13 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on October 1, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

Greg Grunig

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Greg Grunig, M.S., NIGP-CPP, Procurement Manager

Signed by:

Mari Vielma

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Mari Vielma, Procurement Analyst II



The New York State Contract Reporter

This document printed
Tuesday, 08/13/2024

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

Title: Aftermarket Vehicle Parts and Supplies

Agency: Sourcewell

Division: Procurement Department

**Contract
Number:** 100124

CR Number: 2112693

Contract Term: 4 YEARS

Date of Issue: 08/13/2024

Due Date/Time: 10/01/2024 4:30 PM
CENTRAL TIME

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

**Opportunity
Type:** General

Entered By: Tara Wolff

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

*** These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.**

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Jasper Holding

NAPA

Auto Plus- Pep Boys

O'Reilly Auto Parts

Imperial Supplies

Contact Information

Primary contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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EXHIBIT A

SOURCEWELL AFTERMARKET VEHICLE PARTS AND SUPPLIES

**Proposals due 4:30 pm,
October 1, 2024**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 14, 2024. 2639803

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/13/2024, 08/20/2024

and that the fees charged are legal.
Sworn to and subscribed before on 08/20/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$40.25	
Tax Amount:	\$0.00	
Payment Cost:	\$40.25	
Order No:	10465808	# of Copies:
Customer No:	1191238	0
PO #:	LOKLO141950	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin



RFP #100124
REQUEST FOR PROPOSALS
for
Aftermarket Vehicle Parts and Supplies

Proposal Due Date: October 1, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	August 13, 2024
Pre-proposal Conference:	September 6, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	September 23, 2024, 4:30 p.m., Central Time
Proposal Due Date:	October 1, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 1, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Aftermarket Vehicle Parts and Supplies, including, but not limited to:
 - a. Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.
2. The primary focus of this solicitation is for Aftermarket Vehicle Parts and Supplies. This solicitation should NOT be construed to include:
 - a. Vehicle repair and maintenance services-only solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP#110520)

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed. Additionally, Proposers may include a complementary offering as detailed above in 1.a., of tires, OEM vehicle parts, garage and fleet maintenance equipment, tools, supplies, and related solutions so long that the Proposers primary offering is for Aftermarket Vehicle Parts and Supplies.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for

situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 150M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or

requested modification(s) via redline in the Contract Template provided in the “Documents” section of the “Bid Details” page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell’s sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating

Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later

than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



08/14/2024

Addendum No. 1

Solicitation Number: RFP 100124

Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there examples of proposals that I could see so that I can ensure that my submission conforms to the expectations.

Answer 1:

In the competitive process, Sourcewell cannot conduct research for, or expressly identify resources that may be relevant to, a proposer. A proposer may review a sampling of past proposals within the current awarded contract documentation available on the Sourcewell website. Navigate to the following address <https://www.sourcewell-mn.gov/contract-search> and use the list or search functions.

Question 2:

When reading through [sic] the RFP for this posting, I am wondering if what we offer is in fact a relevant set of products. Is there someone who could confirm for me if what we do is something that could be submitted.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information pertinent to their proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/14/2024, is required at the time of proposal submittal.



08/16/2024

Addendum No. 2

Solicitation Number: RFP 100124

Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are aftermarket lighting and controls being considered for this contract? Examples: lightbars, warning lights, lighting controls, sirens, speakers etc. that are used in work trucks, Police/Fire/EMS vehicles and off-road vehicles.

Answer 1:

Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to determine the applicable content.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/16/2024, is required at the time of proposal submittal.



08/19/2024

Addendum No. 3

Solicitation Number: RFP 100124

Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this RFP replace #032521? If it does not replace #032521, can it be used by sourcewell members in place of #032521 to purchase drivetrain products?

Answer 1:

The Sourcewell RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

Can Sourcewell provide the dollar purchase volume history by product category and also provide the dollar purchase volume history by vendor for the existing/previous RFP?

Answer 2:

Sourcewell does not maintain historical data by vertical or geographical region from current or previous contracts. Each proposer is expected to describe their ability to serve Sourcewell participating entities in the United States and Canada. The RFP

anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 3:

Is this bid just for New York State or are other demographics that need to be covered?

Answer 3:

A proposer is not required to serve every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/19/2024, is required at the time of proposal submittal.



09/04/2024

Addendum No. 4

Solicitation Number: RFP 100124

Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where can I find the quantity with description of the parts and supplies? We should see the details.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or set locations.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/04/2024, is required at the time of proposal submittal.



09/09/2024

Addendum No. 5

Solicitation Number: RFP 100124

Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does surveillance equipment (cameras, dvrs, GPS, etc.) for on-board vehicles apply to this Sourcewell bid?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 2:

What is the standard of financial information? Our company's first fiscal year ended at August 30, 2024 so we will not have an accountant certified financial report before the deadline. Will internal financial report be sufficient? If not, please let me know what other documentation is acceptable.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial strength and stability and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 3:

The online pre-proposal conference mentioned you accept bank statements as support for financial viability. How many months of statement do you require?

Answer 3:

See answer to question #2 above.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/09/2024, is required at the time of proposal submittal.



09/18/2024

Addendum No. 6

Solicitation Number: RFP 100124

Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would Sourcewell be willing to extend the Bid/Tender submission by an additional 2 business weeks to allow bidders more time for research?

Answer 1:

With the availability of the Sourcewell Procurement Portal allowing 24/7 remote access, and the ability to have multiple people working on the response simultaneously, extensions are not typically deemed necessary.

Question 2:

If a bidder submits exceptions to the terms and conditions contained within this bid package, will the bidder's proposal be deemed non-responsive?

Answer 2:

To request a modification to the Master Agreement terms, conditions, or specifications, a Proposer must edit the provided Master Agreement document and submit as part of their submission. All requests for modifications or exceptions are not guaranteed and will be reviewed by Sourcewell.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/18/2024, is required at the time of proposal submittal.