

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND**

GENUINE PARTS COMPANY DBA NAPA INTEGRATED BUSINESS SOLUTIONS

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Genuine Parts Company dba NAPA Integrated Business Solutions, a Georgia corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On December 23, 2020, Genuine Parts Company dba NAPA Integrated Business Solutions, a member of the Sourcewell Cooperative Purchasing Program, entered into a contract with Contractor to purchase the goods and services described in the Fleet and Facility Related Vendor Management Inventory and Logistics Management Solutions, Contract No. 110520-GPC (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement.

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was December 23, 2020, until the date the contract terminates on December 29, 2025, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond December 29, 2025. The initial period of this Agreement is the period from the Effective Date of this Agreement until December 29, 2025.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
 - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.
3. Compensation.
- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five million seven hundred fifty-four thousand dollars (\$5,754,000) for the entire term of the Agreement (initial term plus any extensions).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
- a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. **Notices.** Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Craig Croner, Deputy Director - Fleet Management
6210 W. Myrtle Avenue, #111
Glendale, AZ 85301

and

Genuine Parts Company dba NAPA Integrated Business Solutions
c/o Jerry Moreno
2811 W. Thomas Road
Phoenix, AZ 85017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By:

Kevin R. Phelps
City Manager

"Contractor"

Genuine Parts Company,
dba NAPA Integrated Business Solutions,
a Georgia corporation

By:


Name: Dan Wilson
Title: Division Vice President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GENUINE PARTS COMPANY DBA NAPA INTEGRATED BUSINESS SOLUTIONS**

**EXHIBIT A
SOURCEWELL
CONTRACT NO. 110520-GPC
FLEET AND FACILITY RELATED VENDOR MANAGED INVENTORY AND LOGISTICS
MANAGEMENT SOLUTIONS**



CONTRACT EXTENSION

Contract Number: #110520-GPC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company-NAPA Integrated Business Solutions (Vendor) 2999 Wildwood Parkway, Atlanta, GA 20229 have entered into Contract #110520-GPC for the procurement of Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions. The Contract has an expiration date of December 29, 2024, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of December 29, 2025. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/14/2023 | 9:01 AM CDT

Genuine Parts Company-NAPA Integrated Business Solutions

DocuSigned by:
Bret Robyck
By: A34FEA2A641D422...
Bret Robyck
Title:
Date: 7/14/2023 | 9:51 AM PDT



Solicitation Number: RFP #110520

CONTRACT

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

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 29, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. WARRANTY. All products supplied to a Participating Entity under the Contract are subject to the terms of written warranties provided by the manufacturer of each product, and Vendor 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 products supplied under the Contract. Copies of the manufacturers' warranties will be made available to the Participating Entity upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

C. PERFORMANCE BOND. If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

E. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

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

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the

address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of violation of applicable patent or copyright laws related to intellectual property rights owned, or represented as owned, by Vendor. Vendor will not provide copyright, trademark, or patent indemnity to Sourcewell or its Participating Entities for Equipment or Products supplied under the Contract which Vendor does not manufacture. Vendor will use reasonable commercial efforts to assist the Participating Entity in prosecuting any infringement indemnification claim against the applicable manufacturer.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition. Vendor does not guarantee compliance with the Buy American Act, except as may be negotiated with the Participating Entity on a case-by-case basis where compliance is required.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor does not guarantee compliance with Section 6002 of the Solid Waste Disposal Act, except as may be negotiated with the Participating Entity on a case-by-case basis where compliance is required.

24. CANCELLATION

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

Sourcewell

Genuine Parts Company d.b.a.
NAPA Integrated Business Solutions

DocuSigned by:
Jeremy Schwartz
By: COFD2A139D06489...

DocuSigned by:
Jett Kuntz
By: BBF6652DCC21445...

Jeremy Schwartz

Jett Kuntz

Title: Director of Operations &
Procurement/CPO

Title: Vice President NAPA Fleet & IBS

Date: 12/21/2020 | 12:19 PM CST

Date: 12/23/2020 | 7:25 AM PST

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

Chad Coquette

Title: Executive Director/CEO

Date: 12/23/2020 | 11:40 AM CST

RFP 110520 - Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions

Vendor Details

Company Name: Genuine Parts Company - NAPA Integrated Business Solutions
Does your company conduct business under any other name? If yes, please state: NAPA Auto Parts, NAPA IBS
Address: 2999 Wildwood Parkway
Atlanta, GA 20229
Contact: Jett Kuntz
Email: jett_kuntz@genpt.com
Phone: 770-855-2221
HST#: 58-0254510

Submission Details

Created On: Thursday September 17, 2020 08:59:24
Submitted On: Wednesday November 04, 2020 13:44:42
Submitted By: Jett Kuntz
Email: jett_kuntz@genpt.com
Transaction #: e59f1323-082e-4ac8-a098-20b0fad79e43
Submitter's IP Address: 104.225.162.124

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Genuine Parts Company d.b.a. NAPA Integrated Business Solutions *
2	Proposer Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta, GA 30339 *
3	Proposer website address:	www.NAPA-IBS.com *
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jett Kuntz Vice President, NAPA Fleet & IBS 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com (770) 855-2221 *
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jett Kuntz Vice President, NAPA Fleet & IBS 2999 Wildwood Parkway Atlanta, GA 30339 Jett_Kuntz@genpt.com (770) 855-2221 *
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Crowe NAPA IBS Marketing Coordinator 7150 South Fulton Street, Suite #300 Centennial, CO 80112 Tim_Crowe@genpt.com (720) 822-1264 Ryan Ouellette Director IBS Operations 2999 Wildwood Parkway Atlanta, GA 30339 Ryan_Ouellette@genpt.com (678) 934-5302

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<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 92 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 as a way 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 \$19 billion.</p> <p>In 1994, NAPA instituted a vendor managed inventory program called NAPA Integrated Business Solutions (NAPA IBS), bringing fleet inventory management solutions to government customers across the US and Canada. Today, NAPA IBS supports more than 400 fleet garages across the public and private sectors.</p> <p>With more than 92 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>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Our first order of business, if awarded, will be to renew/extend each of our 50+ current Sourcewell IBS contracts to the allowable timeframe.</p> <p>In 2015 when Genuine Parts Company responded to the RFP for the current Sourcewell contract #061015, we had 17 IBS operations using the contract. In the past five years, we have worked tirelessly to grow the contract and today have more than 50 IBS customers using it. Our current customers have seen the benefits and are eager to continue the completely integrated programs we have begun over the last decade. We are already working on providing our team of 15 IBS sales and marketing specialists in the US and Canada with initiatives to reach out to these customers in anticipation of an award.</p> <p>Our next order of business upon award would be a large-scale campaign to recruit new government agencies to our contract. We currently have 20+ new agencies awaiting award to begin using a new Sourcewell contract term. We already have specific digital tracking of Sourcewell contract opportunities through Salesforce.com and customized pipeline reporting and will be creating a Sourcewell customer testimonial and promotional video series and more that we will discuss in greater depth in our Marketing Plan responses. We will present the new contract to these 20+ agencies within the first 45 days after award.</p> <p>When looking at the government fleet sector, we have identified more than \$500 million in potential new sales opportunity through NAPA IBS VMI services. With a new Sourcewell contract award, we estimate that we can achieve double the sales volume that we are doing today through new government contracts.</p> <p>Finally, we have more than 100 current IBS government customers in the US and Canada that are not currently using the Sourcewell cooperative for our contract. In the light of our current pandemic, we feel there will be many of these agencies who will be looking for contract solutions to keep our partnerships going with minimal effort and interruption. Our number one priority for these customers is to promote the Sourcewell contract as a vehicle to forego the RFP process when our current contracts come up for rebid. We feel good about our opportunities to convert many of these to Sourcewell contracts upon award.</p> <p>On another note, we are also currently working to drive Sourcewell revenues through our other related Sourcewell contracts, including MRO management and fleet auto parts, further strengthening our relationship with Sourcewell and our mutual business impact.</p> <p>All in, the opportunity to more than double our existing contract base using Sourcewell is our main objective with a new award.</p>

9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Founded in 1928, Genuine Parts Company has had more than 90 years of financial growth and operational stability. This strength brings confidence to Sourcewell members who want to know they are doing business with a company that is here to support them long term.</p> <p>Today, GPC is a leading global distributor with scale and brand strength. We have a strong track record of strategic acquisitions to drive growth in large, fragmented addressable markets where we can leverage our distribution expertise, efficiencies and shared services across our portfolio of businesses. We continuously optimize our portfolio and organizational structure for profitable growth and year over year maintain a strong balance sheet, cash flow, disciplined capital allocation and history of consistent dividends.</p> <p>In 2019, we continued to grow through several strategic transactions designed to optimize our portfolio and create value for our stakeholders. All in, 2019 was a record sales year and we provided our shareholders with a 14.0% total return. Our financial results in 2019 reflect the positive impact of our strategic growth initiatives and continued focus on improving our operating performance, maintaining a strong balance sheet, driving meaningful cash flows and effective capital allocation.</p> <p>In 2020, the COVID-19 crisis has affected business and governments across the world and GPC has felt some of these effects as well. However, by focusing on the health and safety of our people and supporting agility in our operations, we have come through this stronger than ever and continue to grow.</p> <p>Overall, GPC has a strong history of sales and profit growth, increasing sales in 87 consecutive years and profits in 75. Additionally, 2020 marks our 64th consecutive year of increased dividends to our shareholders.</p> <p>For further information and documentation, please find our 2019 annual report in the document upload section of this response.</p>
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>With more than 400 IBS locations across the US, GPC/NAPA has an estimated 80 percent market share in the scope of the government vendor managed inventory services outlined in this RFP.</p>
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Within current government agencies that are doing vendor managed inventory programs in Canada, NAPA IBS has an estimated 90 percent market share. With 22 IBS sites across the country, including our cornerstone Sourcewell contract with the City of Toronto and eight other government IBS contract, our Canada operations are experienced and ready to grow their Sourcewell IBS footprint.</p>
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, Genuine Parts Company has never petitioned for bankruptcy protection in our 92-year history.</p>
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>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>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. In addition, NAPA Integrated Business Solutions (NAPA IBS) is a separate service offering that is made available through both our company-owned and independent operations. NAPA IBS is a trademarked, licensed brand exclusive to the NAPA family of stores. Through contractual assignment language, we are able to authorize our independent locations to perform the exact same services proposed within our response and have done so multiple times under our current contract.</p> <p>Additionally, in order to best serve our Sourcewell customers, we have a vast network of more than 1,400 outside suppliers available exclusively through our NAPA IBS network, that we partner with to be a full service, turnkey sourcing solution for government fleets that require more product than the NAPA system alone can provide. In these cases, we act as a service provider in procuring parts and managing those vendor relationships. All functions of this work are done by GPC employees or independent store employees. Typically, we do not hire third-party employees on any contracts unless specifically asked for by a government agency.</p>
14	<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>Genuine Parts Company holds current business licenses to operate, as well as brick-and-mortar infrastructure, in each of the 50 states as well as Canada. With our company and independent store network, it is important to note that NAPA has current business licenses to do business in more than 6,000 markets with existing Sourcewell members today. What this means to the members is that there are local businesses with tax paying citizens working in those markets ready to serve them today.</p>

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Genuine Parts Company has not had any suspension or debarment action applied to our organization in the past ten years.
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H2O conference for his vision, commitment and drive to grow the current Sourcewell VMI contract. In the last five years, the contract has grown exponentially through Jett's and the IBS team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated:</p> <p>"Jett has supported Sourcewell'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 Sourcewell 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 Sourcewell's future."</p> <p>Our vendor managed inventory services with IBS are also awarded with the successes of our customers. Over the past 26 years our NAPA IBS customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, the following fleet organizations received awards of operational excellence and have attributed part of their success to NAPA IBS. These awards are given to the best fleets, all of the below being current NAPA IBS customers and many of which being Sourcewell members, 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> <p>Current NAPA IBS Customers Awarded as Leading Fleets in 2019 (in alphabetical order):</p> <ul style="list-style-type: none"> • City of Cape Coral, Fla. • City of Denton, Texas • City of Dublin, Ohio • City of Fort Worth, Texas • City of Greenville, S.C. • City of Lakeland Fleet Management, Fla. • City of Sacramento, Calif. • City of Tempe, Ariz. • City of Ventura, Calif. • County of San Diego • County of San Luis Obispo, Calif. • County of Sonoma, Calif. • Hillsborough County, Fla., Fleet Management Department • New York City Fleet • Ventura County, Calif., GSA Fleet Services <p>Current NAPA IBS Customers Mentioned as Notable Fleets in 2019 (in alphabetical order):</p> <ul style="list-style-type: none"> • Broward County Sheriff's Office, Fla. • City of Grand Prairie, Texas • City of Marietta, Ga. • City of West Jordan, Utah • Cobb County Fleet Management, Ga. • New York City Department of Transportation • New York City Police Department • Pasco County, Fla. • Sarasota County Government, Fla.
17	What percentage of your sales are to the governmental sector in the past three years	<p>Of our 400+ IBS locations, Government (City, County, State, DOT, Government Utility) and Education (Higher Ed/K-12) comprise about 60 percent of our overall purchase volume in vendor managed inventory services. Of that government market, approximately 80 percent is traditional government and 20 percent is education.</p> <p>We also have very large customers in the private sector (airlines, construction, utility, private fleets) that are a significant portion of our IBS services. It is a tremendous value to our government customers that we have information on vendors from our private sector business as it broadens the scope of availability on OE and MRO supplies for our government and education fleet customers.</p>

18	What percentage of your sales are to the education sector in the past three years	Our education customers can be divided into K-12 bus fleets and higher education fleets. Traditional K-12 fleets have been the majority of purchases for us in the last three years. However, we have seen a significant uptick in Sourcwell members in the higher education category contracting with us. Of our total government volume, education is roughly 20 percent of our sales.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>NAPA has a mix of state, provincial and cooperative purchasing contracts that make up our government business segment. We have 40 standalone and cooperative state contracts for traditional automotive parts. Within the scope of vendor managed inventory services, we also have state and cooperative contracts that provide the specifications required by this RFP. A summary of each type of contract we currently hold is below.</p> <p>Traditional Parts Business:</p> <p>Direct Contracts with States (no coop): Total average annual contract value past 3 years = \$36.5 million</p> <p>State of Delaware State of Georgia State of Idaho State of Iowa State of Massachusetts State of Mississippi State of New Jersey State of Utah State of Virginia State of W. Virginia</p> <p>Cooperative Contracts:</p> <p>NASPO: 18 States Total avg. annual contract value past 3 years = \$35 million</p> <p>Sourcwell: 3 States + Individual Cities Total avg. annual contract value past 3 years = \$25 million</p> <p>Vendor Managed Inventory (IBS) Business:</p> <p>Direct Contracts with States (no coop): Total average annual contract value past 3 years = \$33.8 million</p> <p>State of Arizona State of Illinois State of Kansas State of Ohio</p> <p>Cooperative Contracts:</p> <p>Sourcwell: 3 States Total average annual contract value past 3 years = \$12.0 million</p> <p>State of Georgia State of Illinois State of Massachusetts</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAPA IBS holds no GSA contracts.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Sacramento, CA Department of Public Works Fleet Division	Mark Stevens Fleet Manager mstevens@cityofsacramento.org	916-808-5869
City of Ventura, CA Public Works Department	Mary Joyce Ivers Deputy Public Works Director mjivers@cityofventura.ca.gov	805-701-7315
Polk County, FL Fleet Management Division	Robert Biller Director, Fleet Management robertbiller@polk-county.net	863-534-5660
We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.	We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.	We have additional letters of recommendation for all three references attached in the supplemental document upload section of this response.

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type	State / Province	Scope of Work	Size of Transactions	Dollar Volume Past Three Years
Chicago Transit Authority	Government	Illinois - IL	Vendor managed inventory services. Master warehouse that services 20 City bus and rail garages for the second-largest transit authority in the US.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: \$55,365,549 2019: \$70,838,159 2018: \$68,722,731
City of Chicago Fleet	Government	Illinois - IL	Vendor managed inventory services for 14 on-site parts rooms servicing the City's fire, police, sanitation, parks, aviation and general fleets.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: \$20,323,676 2019: \$28,098,757 2018: \$27,280,538
City of New York Fleet	Government	New York - NY	Vendor managed inventory services for 17 on-site parts rooms servicing the City's fire, police, sanitation, DOT, parks, corrections and general fleets.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: \$19,639,682 2019: \$23,925,781 2018: \$20,285,905
Ohio Department of Transportation	Government	Ohio - OH	Vendor managed inventory services with onsite personnel in each of 12 DOT districts servicing more than 100 downline shops statewide supporting all DOT fleet operations, including snow removal, mowing, highway maintenance and more.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: \$19,899,819 2019: \$21,439,285 2018: N/A
City of San Diego Fleet	Government	California - CA	Vendor managed inventory services for current Sourcewell customer with an on-site parts room with single-source delivery service to 11 garages supporting the City's police, fire, public works, sanitation, parks, golf course and utility fleets as well as MRO products.	Multi-year contract. Agency is billed a monthly fee for operational expenses. Separate billing is provided for all parts and supplies procured monthly through the contract. Parts transactions number in the thousands as we source through hundreds of vendors.	2020 YTD: \$8,979,109 2019: \$11,622,621 2018: \$11,076,795

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response*
23	Sales force.	<p>NAPA IBS has 100% coverage of the US through full-time NAPA IBS dedicated sales representatives across our 6 automotive company divisions: Our NAPA IBS United States Sourcewell sales force includes 16 Sourcewell sales execution specialists:</p> <p>Eastern Division – Terry Ryan, Lis Malysa – CT, DE, MA, ME, NH, NJ, NY, PA, RI, VT</p> <p>Mid-Atlantic Division – Josh Peters, Ron Nelson, Steve McNeal, Dan Bigham and Rich Huzi – DC, IN, KY, MD, NC, OH, PA, SC, TN, VA, WV</p> <p>Mountain Division – Dale Clark, Hunter Beal, Vicky Donio – AK, CO, ID, MT, OK, ND, NM, SD, TX, UT, WA, WY</p> <p>Midwest Division – Steve Brisco, John Marchese – IA, IL, KS, MI, MN, MO, NE, WI</p> <p>Southeast Division – Peter Purpura, Mark Smith – AL, AR, FL, GA, LA, MS, TN</p> <p>Western Division – Mike Picardi, Robert Sperry - AZ, CA, HI, OR, NV, WA</p> <p>In addition to our dedicated sales force in the US, we have local teams in every major market that are knowledgeable about and invested in promoting the Sourcewell program. Our local General Managers, District Managers, Commercial Sales Managers, Wholesale Managers and Area Managers make up another 250+ NAPA team members who are tasked with growing this contract.</p> <p>Napa will be also supporting the Sourcewell contract amongst 4 regions across Canada. Below is an organizational breakdown that demonstrates how it will be supported in the Atlantic, Quebec, Ontario and the Western region.</p> <p>Central & East Regions – Stephanie Cooney-Mann – ON, MB, NS, PEI, NB, NF</p> <p>Quebec Region – Pierre Berthiaume - QC</p> <p>West Region - Troy Sawada – BC, AB, SK</p> <p>NAPA IBS Headquarters Sourcewell Contract Support – United States</p> <p>Jett Kuntz - Corporate Vice President NAPA IBS</p> <ul style="list-style-type: none"> • Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations and marketing • Senior, single point of contact for all Sourcewell contract questions <p>Ryan Ouellette - Director of Operations – NAPA IBS</p> <ul style="list-style-type: none"> • Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations <p>Tim Crowe – Marketing Coordinator – NAPA IBS</p> <ul style="list-style-type: none"> • Manages NAPA IBS Digital Marketing and Salesforce.com database efforts • Coordinates Digital Marketing for Sourcewell publicity and marketing efforts <p>Matt Chapman - IBS Inventory Control Manager</p> <ul style="list-style-type: none"> • Manages NAPA IBS national "Vendor Spend" analysis • Identifies reasonably achievable pricing cost schedules by supplier and/or industry • Identifies targets for potential national vendor buying agreements • Coordinates non-NAPA product line database to promote national inventory and sales reporting • Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence • Provides feedback and input on IBS inventory control improvements <p>Eric Maurey – IBS Operations Manager</p> <ul style="list-style-type: none"> • Establishes and provides oversight of standardized procedures • Reviews operational initiatives for increased efficiencies • Reports to upper management on operational key performance indicators (KPIs) of our group • Establishes and reviews corporate IBS Policies and disperses them to the field • Oversees implementation of service and accountability initiatives • Sourcewell audit reporting reconciliation specialist <p>Collin Garner - IBS Legal Counsel</p> <ul style="list-style-type: none"> • Reviews all documents before we execute an RFP response, contract change or new agreements • Negotiates and coordinates all Sourcewell and IBS contract documents

Donna Wright-Walsh – IBS IT Director

- Maintains relationships with major fleet software providers
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

NAPA IBS Headquarters Sourcewell Contract Support – Canada

Gerry Tadeo – Director, IBS Store Operations

- Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations
- Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations

Darren Rest – Specialists, Bids & Quotes

- Lead proposal development including RFPs, RFIs, RFQs and RFSOs, as well as maintaining pertinent related electronic documentation, managing proposal drafts and researching content.
- Lead efforts to ensure accurate and effective logging, tracking, preparation and completion of high-quality proposals to support NAPA's sales activities.
- Develop and foster relationships with Regional Specialists to capitalize on sales opportunities pertaining to Government & large Fleets.

Barbara Schryver – IBS Inventory Coordinator

- Coordinates non-NAPA product line database to promote national inventory and sales reporting
- Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence
- Provides feedback and input on IBS inventory control improvements

Martin Rolland – Uap Inc. Legal Counsel

- Reviews all documents before we execute an RFP response, contract change or new agreements
- Negotiates and coordinates all Sourcewell and IBS contract documents

Gilles Desrochers – Director, Store Computing/Integration

- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

24	Dealer network or other distribution methods.	<p>NAPA IBS promotes the Sourcewell vendor managed inventory contract to all of our 6,000+ stores nationwide. Our dealer network is broken out into 5,000 small business independent stores and 1,000 company-owned NAPA stores. These stores and our 400 unique vendor-managed locations are supported by our 52 master distribution centers that contain more than \$1 billion of fleet parts and other replenishment inventory for our network.</p> <p>The value of this network to Sourcewell members lies in our ability to provide inventory, distribution and local support in any area of the US or Canada without having to incur excessive mobilization or freight times or charges. If a member wants to implement our services, chances are we already have boots on the ground in their location who are trained and ready to support them right away. Our network is available 365 days each year to get our customers the parts they need in the most efficient way possible.</p> <p>Our network starts with the 5,000 local, small business NAPA stores that support Sourcewell in the areas where they operate. Many municipalities, such as the City of Tuscaloosa, Ala., place a strong emphasis on supporting local businesses and our local NAPA network in the City helped them do just that. When they had a need for fleet parts support, they were able to use our Sourcewell VMI contract to not only capture the benefits of the IBS program, but also support our local NAPA store owner, Joseph Roberto, and his operation that consisted of employees who lived and worked in the City in which they were serving.</p> <p>Our internal independent NAPA network supports local, small business across the US and Canada, but that's just one way we do that. We also have dedicated efforts across our local operations and our corporate footprint as a whole to support minority-, women- and veteran-owned and disadvantaged businesses in all of our sourcing activity. Whether a contractual obligation or a good-faith effort, this is an important cornerstone of our community support policy for IBS.</p> <p>In addition to our 5,000 local small business independent NAPA stores, we have the strength of our corporate-owned distribution network backing up the IBS program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to our Sourcewell member customers. They also take advantage of our sister companies like Motion Industries, all under the Genuine Parts Company organization, that provide non-fleet distribution across the US and Canada, including industrial supplies, office products, MRO products, equipment and more.</p> <p>Furthermore, NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work.</p> <p>All of our stores, whether under corporate or independent ownership, have the ability to source and stock the products that our customers need, whether NAPA branded or sourced from our outside network. This provides members the choice of what fits their fleet and facilities operations best while still having the power of our network to provide it. We currently work with more than 1,300 outside vendors in the IBS program that supply a wide variety of product categories and provide a basis for comparison for our customers on price, quality and service so they know they are getting what they want for their dollars.</p>
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<p>25</p>	<p>Service force.</p>	<p>NAPA employs thousands of store, area, district, divisional and national sales and operations professionals to help execute our IBS programs and put boots on the ground in all areas across the US and Canada.</p> <p>The dedicated sales and operations team outlined in question #23 are solely focused on business development, compliance, and operation in all IBS contract engagements in the US and Canada. In addition, they do offer road service and manage the contract process throughout the life of the contract for our company and dealer network for IBS services. They are involved in contract selling, contract negotiation, mobilization, initial vendor management, and project implementation.</p> <p>After the launch of our IBS locations, the IBS sales representative remains involved with the contract to ensure we are meeting benchmarking and key performance indicators for the customer. They are a vital part in bringing outside of market information to the fleets and maintenance facilities we service. Our IBS contract sales force are a mobile field-driven sales team and are available to service the customers at their locations and to assist our existing on-site parts management team in any endeavor.</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 IBS 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.
<p>26</p>	<p>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>	<p>Our customer service process and procedure support breaks into three categories: Sourcewell Contract Sales Process (Pre-Contract), Sourcewell Contract Implementation/Project Startup Process (Post Contract), and Sourcewell "Live Project" Process (Continuous Improvement Process)</p> <p>**Note** All resources listed in this section are already in place and immediately available to respond to the award and commitments of a Sourcewell contract and subsequent contract marketing, mobilization and implementation.</p> <p>Sourcewell Contract Sales Process – Pre Contract</p> <p>Our NAPA IBS Vice President – Jett Kuntz – and the team of 10 dedicated Sourcewell IBS contract sellers are responsible for selling and promoting Sourcewell IBS contracts to our thousands of prospective candidates to use the Sourcewell contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet management, procurement, finance, accounting and administration to build the best-in-class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team will do the hard core analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer service – so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation.</p> <p>In conjunction with our sales effort – GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact – Collin Garner – is available as an immediate resource to Sourcewell, our sales team, and our Sourcewell contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our Sourcewell customers because of the speed of response on contract questions and finalizations.</p> <p>Sourcewell Contract Implementation/Project Startup Process – Post Contract</p> <p>After a contract has been finalized – our entire IBS operations organization immediately kicks into gear as we mobilize the vendor managed on-site location. Our headquarters support team listed in question #23 of this response is in charge of implementing the new project and performs the following mobilization support tasks:</p> <ol style="list-style-type: none"> 1) Databases Sourcewell contract in our in-house contract managing database 2) Establishes contract pricing in the new site 3) Coordinates IT efforts to support on-site point of sale and any special IT initiatives 4) Verifies reporting systems for Sourcewell contract reporting 5) Initializes our in-house on-line project management tools for the field 6) Reviews internal business plan proposal to ensure contract compliance 7) Finalizes specific key performance indicators and baseline benchmarks for our customer

Next – our local field teams that will operate the day-to-day operations are mobilized according to the launch time-line of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:

Local mobilization teams are comprised of members of our company that execute an IBS contract site implementation that includes initial inventory of customer's fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.

On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent Sourcewell IBS contracts will be led by a team of DC General Managers/ DC Operations Managers and the local market Commercial Sales Manager for that store's market.

All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Selling Group team. This is a dedicated group of NAPA product managers that will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:

- Filtration/Heavy Duty Product Support
- Undercar (Brakes/Chassis) Product Support
- Electrical/Underhood (Batteries, Rotating Electrical, Engine Management) Product Support
- Heating and Cooling Product Support
- Paint and Body Product Support
- Tools and Equipment Product Support

A final, important part of our site mobilization team is our IT team – every market has dedicated IT members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.

Sourcewell "Live Project" Process (Continuous Improvement Process)

Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our Sourcewell contract customers.

Each contract should have well-defined key performance objectives. Typical objectives include daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI's included in our contract.

The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The Sourcewell contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually these reviews are weekly in the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation.

These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations. We have included a sample business review document as an attachment. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.

The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all Sourcewell contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the Sourcewell contract and subsequent business review reports produced by our local operations to ensure contract compliance.

		<p>NAPA IBS/Genuine Parts Company has countless dedicated resources to ensure a great Sourcwell contract experience for Sourcwell members when they engage in an IBS contract.</p>
<p>27</p>	<p>Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.</p>	<p>NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcwell participating entities in the United States.</p> <p>NAPA IBS has the unparalleled ability to provide our services to Sourcwell participating entities across the United States and we are already doing so today. We are currently actively under more than 50 contracts using Sourcwell with cities, counties, states, DOTs, K-12 and higher education institutions in the United States.</p> <p>We are able to accomplish this through our vast network of 55,000+ employees, our database of hundreds of fleet professionals that we work with every day to develop innovations and best practices, the support of NAPA headquarters to invest in programs and solutions that will benefit our customers, and our extensive distribution infrastructure. 6,000 NAPA stores and 52 large distribution centers nationwide make it really easy to get customers what they need, whether from our internal supply chain or by sourcing from supplier partners that we have spent decades building great relationships with.</p> <p>In sum, we have more than \$1 billion in NAPA inventory across our distribution network, \$175 million of which is dedicated specifically to IBS VMI parts rooms. Out of our 55,000 employees, nearly 5,000 of them have hands in the selling and operating processes that aide this contract development and execution and 1,100 of them are solely focused on NAPA IBS customers. Long story short, whatever the product is, we have the people and resources to get it.</p> <p>We have an incredible existing relationship with Sourcwell that demonstrates, year over year, our willingness to participate fully in this program. Sourcwell is the only cooperative contract that IBS holds in the US and it is an integral part of our selling and marketing fabric. Our national sales team and local support teams are well versed in presenting the Sourcwell solution to existing members and non-members and it is one of the first points raised when discussing simplifying VMI contract processes for governments.</p> <p>Beyond our current contract performance, we have further invested in our Sourcwell relationship through the other contracts we hold with Sourcwell, including Fleet Parts, MRO VMI, and Lifts & Equipment contracts. We also partner with Government Sourcing Solutions, a procurement consulting organization closely tied to Sourcwell, to help us seek out existing members and non-members to approach about the Sourcwell opportunity.</p> <p>Our plan is to expand upon our success with the current Sourcwell contract to grow into new business areas and solutions for many Sourcwell members.</p>
<p>28</p>	<p>Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.</p>	<p>NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcwell participating entities in Canada.</p> <p>NAPA IBS in the US and Canada work as one and we are excited about the possibility of expanding use of the Sourcwell contract in Canada. They have existing IBS vendor managed sites within government operations, including a Sourcwell contract with the City of Toronto, today. We have a dedicated sales staff in place today that is trained and ready to execute a similar marketing plan that we are using in the US to further grow our Canadian footprint with Sourcwell.</p> <p>NAPA has a strong presence in every region and is fully capable of serving the Canadian geographical locations described in this RFP of current and future Sourcwell members and represented associations. NAPA has a national presence from coast to coast across Canada. Thanks to our 600-store network and our strategic distribution centers locations, we can meet all members' needs in a short amount of time, wherever they are operating.</p> <p>In addition, NAPA IBS Canada is already engaged in fleet related trade organizations, including NAFA, RMA and Kinetic GPO, where we have easy access to promote and market the Sourcwell message. Our team is in place, the training is ready to go, and our NAPA Canada team would be ready to promote day one of an award.</p> <p>Finally, Genuine Parts Company and NAPA IBS can provide Sourcwell with future international expansion of the co-operative contract solution for what we do. GPC owns operations in Australia, New Zealand and Mexico as well. Our IBS efforts in those markets are just underway and could prove to be an excellent opportunity to help promote co-op solutions internationally.</p>

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our NAPA IBS is available in all 50 states and every Canadian province. We have a unique capability of having ready-to-go staffing and brick and mortar support as well as nightly parts and supply distribution into all 50 states. With over 6,000 stores across all 50 states (and many US Territories) and 52 master warehouses we offer a unique way for our locations to get parts and supplies delivered at extremely low costs to our customers. In addition, our IBS services are available to all government (city, county, state, utility, transit, airports, etc.) and education (state universities and school bus garages) institutions. Non-profits can also be serviced under our IBS program if the program fits their needs.
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>NAPA IBS can service every vertical listed in the RFP: Government, Education and Non-Profit. If there is a fleet or warehousing service need with a Sourcewell member, NAPA IBS can customize our solution for that customer. For example, today the IBS program currently operates parts rooms in all of the following verticals and more:</p> <ul style="list-style-type: none"> • Municipal, State and Federal Fleets • Facilities Management • General Services Warehousing • Public Transit • Education • Aviation Management • Public Works • Sanitation • Transportation • Police • Fire • Utility • Parks & Recreation • Golf Courses • Forestry • More <p>NAPA operates in all 50 states and all Canadian provinces and has no geographical limitation on providing VMI services to Sourcewell members. We even have distribution centers and current NAPA IBS operations in Alaska and Hawaii that increase our service ability and reduce freight concerns for those regions.</p> <p>One area where we feel we can improve our footprint with Sourcewell is in the non-profit sector, including hospitals, charity and other organizations. Regardless of the size of their fleets, these organizations have ways that we can help them manage their inventory better, and our MRO and warehousing management capabilities can be a good way to grow our Sourcewell business in that sector.</p>
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>We have no requirements or restrictions for Alaska or Hawaii within the services in our RFP. NAPA IBS has brick and mortar warehouse locations and employees in both Honolulu and Anchorage as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently provide the services outlined in this RFP.</p> <p>The only US territory that we do not service is Puerto Rico.</p>

Table 7: Marketing Plan

Line Item	Question	Response *
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<p>32</p>	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>NAPA IBS 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"> • NAPA IBS Website – public facing marketing and lead generation website that prominently displays our Sourcewell contract details and links to Sourcewell’s contract page. • 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 IBS 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: <p>National Events</p> <ul style="list-style-type: none"> o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o FleetCon presented by FleetPros www.FleetPros.org <p>Regional Events</p> <ul style="list-style-type: none"> o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our primary use of technology in promoting our Sourcewell contract is through the NAPA IBS website. Our website is a public-facing lead generation site that explicitly displays our Sourcewell partnership to prospective customers. The site also drives visitors to a contact page where we can collect fleet data and automatically pass it on to our local sales representative who is a trained expert on selling our Sourcewell option. When a prospect fills out the contact form, an email is automatically generated and sent to not only the local sales representative, but also to NAPA IBS executive and sales leadership to ensure prompt follow-up. We track all of this activity to measure our success rates and Sourcewell contract growth.</p> <p>The IBS website also contains digital tools and materials to help our team sell the Sourcewell VMI contract. It has a suite of presentation elements, which we use digitally these days to connect with prospects remotely and safely, as well as embedded testimonial videos that discuss how Sourcewell has helped real customers. These materials are also available to our entire NAPA store network to help them identify and educate potential Sourcewell customers that they already work with.</p> <p>Additionally, we use Salesforce.com, our customer relationship management system, to automatically track communication with Sourcewell customers and prospects through an integration with our Outlook email system. This allows our sales team to communicate more effectively with prospects and allows management to track pipeline movement and help drive results.</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> <p>While we are proud of the digital efforts we make, we can always do more. Moving forward, we are considering ideas such as adding a specific Sourcewell information section to our web contact form on www.NAPA-IBS.com. We are also interested in adding a Sourcewell link into applicable government email communications from our sales team to increase exposure and drive Sourcewell conversations.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell the IBS solution 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 IBS contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.

35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>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 ProLink: NAPA ProLink is an exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or IBS locations. It gives the customer direct digital access to our catalog of more than 465,000 SKUs, all available on this contract. • Fleet Software Integrations: Our IBS sites offer a more in-depth digital solution to on- and off-site customers who want to order from us electronically. Integrating a shop's fleet software system into our inventory management and point-of-sale platform 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. • Enterprise E-Procurement: NAPA IBS 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, Keteria, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.
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Table 8: Value-Added Attributes

Line Item	Question	Response
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>NAPA IBS has a unique position in fleet related services as we are the only company in this space that houses our own internal technician training on-site, on-line, and manufacturer based shop training – all in one package. Genuine Parts Company has made the investment to have our own certified technician training in-house – all with the purpose to help our fleet customers drive efficiency in their operations and to ensure their technicians receive the most up-to-date training to keep their fleet vehicles on the road.</p> <p>A sample of our NAPA IBS exclusive Autotech training course offerings is included in the supplemental uploads.</p> <p>Our customer needs for training vary, so we have a mix of free training – offered by dedicated NAPA Product Support teams – as an added value to our customers, in categories including: Filtration/Heavy Duty, Undercar (Brakes/Chassis), Electrical/Underhood (Batteries, Rotating Electrical, Engine Management), Heating and Cooling, Paint and Body, Tools and Equipment. This training is part of the fabric of any customer that has a NAPA IBS contract and will be available to Sourcwell members. In addition, Autotech has online and on-site training courses available for an additional fee.</p> <p>NAPA also works with a select group of non-NAPA suppliers that are able to provide resources and customer product training upon request. The size and scope of any requested training will determine any fees associated with these opportunities. All fees would be passed through to the customer at our cost with no markup.</p> <p>All onsite and online training can be bundled and easily tracked by a government agency through our www.NAPATraining.com website. This is a one-stop location for government fleet professionals to track and manage all training activities within their operations.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>The IBS HUB, a NAPA IBS exclusive technology platform, revolutionizes the way that NAPA conducts business with government fleet customers and is available to all Sourcwell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running.</p> <p>The IBS HUB directly impacts how an IBS operates, removing inefficient time-consuming activities and replacing them with intuitive interactive processes. Improvements that your Sourcwell members gain through the IBS HUB include, but are not limited to:</p> <ul style="list-style-type: none"> • Order Management (Work Orders) • Inventory Management • Local Supplier Management

- Inventory Barcoding
- Inventory Receiving and Reconciliation
- Automated, Accurate and Consistent Reporting.
- Ease of Integration
- IBS Network Wide Supply Chain Visibility

NAPA IBS has a dedicated team that works exclusively on enhancements to the IBS HUB system that will continue to add value to all IBS customers. One of our most recent value add additions is our IBS HUB Remote Consignment module.

The IBS HUB Remote Consignment Module adds functionality to the IBS HUB to facilitate offsite remote inventories that are not directly managed by on-site NAPA staff. These consignment inventories are supported by an on-site NAPA IBS location which provides stocking levels, tracking of used inventory, replenishment, and allocation of the inventory onto work orders.

Consignment Inventory Work Order and Replenishment Features:

- Source parts from Consignment Inventory during parts issuance to work orders
- Ad-hoc/Scheduled Replenishment from on-site NAPA IBS location
- Parts will be controlled by specific Shop location or Garage
- Provides a static inventory listing for each location
- Stores bin locations for each consignment location
- Ability to conduct physical inventory sessions as often as needed, but required quarterly
- Ability to replenish Consignments via Supplier Orders, Interstore Orders and/or DC Orders

- Ability to aggregate inventory across multiple Consignments
- Ability to calculate and recommend MIN/MAX levels for Consignments based on specific location parts usage
- Tracking of inventory in Consignments that has been re-numbered or superseded to new product

Benefits for IBS Customers and Sourcewell Members:

Consignments offer our IBS clients the ability to have smaller inventories in their remote service facilities that would not have the need for a staffed parts room. These inventories are provided on consignment so that the parts are not paid for until consumed on a work order, PO, or similar billing. The IBS HUB consignment module then provided automated tracking to ensure proper and timely replenishment from your IBS location ensuring the needed parts are always available.

The recommended stocking quantity feature of the IBS HUB ensures the right parts are stocked in these locations in which space is normally limited. By tracking usage by the specific shop, the IBS HUB ensures only the parts used at each consignment most frequently is stocked. The Pending and Pull List functionality of the IBS HUB works to track each stocked part used at the location until it has been confirmed to be replenished. These functions make sure that the agreed upon stocking parts will be there when the technician needs them.

The physical inventory sessions for each consignment in the IBS HUB make sure that the inventory in the offsite locations stay true to their expected stocking levels. Quarterly counts are required, but they can be run more frequently as needed. Ultimately the IBS HUB Consignment Module provides IBS clients with offsite inventory so that remote technicians have a consistent organized inventory to support their work.

NAPA Canada has recently invested in new warehouse automation technology that will improve our efficiencies and add the ability to increase our inventory at our DC in Cambridge, ON. Our Cambridge DC has collaborated with KNAPP, a global leader in industrial automation solutions, to integrate KNAPP's AG - OSR Shuttle, a high-performance, reliable semi-automatic picking and storage system.

Furthermore, NAPA, the Federal Government and Drone Delivery Canada (DDC) are participating in "The Moosonee & Moose Factory Pilot Program" to deliver NAPA Auto Parts to rural locations across Canada. Today the drones are carrying approximately 25 lbs, but DDC is working on those that could handle 100-400 lbs.

NAPA vendor managed IBS sites in the US and Canada are also using a new proactive inventory management program called Pulse. The system uses predictive analytics to determine what factors drive categorical sales, including vehicle registrations, part failure rates, market demographics, climate and geography. Pulse also has the ability to customize inventory assortments for specific fleets by uploading a VIN list into the system, which creates an inventory list with the product categories of choice.

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>At NAPA IBS, we share our customers' and their communities' commitments to sustainable practices in procurement and fleet operations. Below are some of the benefits members will realize from working with NAPA IBS:</p> <ul style="list-style-type: none"> • Many chemicals that are offered are non-detergent/green products • We recycle oil at our stores and can recycle oil for any customer • We advocate the use of the used oil filter crusher to extract environmentally hazardous chemicals from landfills • We recycle all plastic, paper, cardboard and wooden pallets at our DCs and HQ offices • GPC supports paperless systems initiatives within all business segments • GPC promotes the use of fuel-friendly delivery fleet vehicles • Many of our IBS customers have received Clean Cities Green Fleet of the Year awards in past years • GPC corporate has established a sustainability roadmap that is available for our customers to review on our corporate website • Upon customer requests, we can employ electric vehicles in certain of our operations <p>In addition to our green fleet initiatives, NAPA IBS markets and sells many green Initiative products, including:</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 • Nature's Broom absorbent - eats shop floor oil and lubricants and is environmentally disposable • Micro Green - Lifetime Fleet Filtration Products <p>Finally, NAPA IBS implements a strict environmental and spill policy:</p> <ul style="list-style-type: none"> • All chemical products issued by NAPA will have a corresponding Material Safety Data Sheet or MSDS report. The MSDS sheet lists on-site potential hazards of the product. NAPA maintains a computer cataloged MSDS library that will be on the premises of our IBS Fleet locations. • NAPA IBS will produce a MSDS (and soon will make the move to new SDS) hard copy of all chemicals that will be stocked on the premises and update an OSHA approved MSDS book in the event of an emergency. • NAPA maintains a store policy mandating key emergency contacts be clearly posted in the event of an emergency. Hazardous Material hotline and Poison Control will be posted. • NAPA Policy Hazardous materials handling includes the use of protective measures such as an approved eye wash station, approved fire extinguishers, approved safety glasses and gloves. • NAPA will advocate the use of the environmentally friendly Parts Washer system to eliminate the use of needless hazardous chemical washing solvents to be replaced with "Ozzy Juice", an enzyme based solvent proven to work both for the environment as well as the safety and well-being of the technician washing fleet parts.
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>NAPA IBS is not a manufacturer of the products we manage for our VMI customers, but we make a concerted effort to source sustainable products from eco-conscious suppliers whenever possible.</p> <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

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Many of our current IBS government and education customers require our IBS sites to work with procurement to achieve specific MWBE goals within our contracts. NAPA IBS has a policy to help our IBS partners exceed diverse spend goals when present in their procurement plan. We do this by helping our government customers recruit new vendors, provide due diligence support on these vendors, and provide regular reporting on our progress on the organizational MWBE goal vs. our actual performance.</p> <p>SBE Efforts - Genuine Parts Company and NAPA IBS has extensive experience working with more than 5,200 SBE/MWBE supply partners in our many operations across the country. Our goal with our proposal is to not only give a "good faith" effort – but to meet and exceed the stated goals of our customers.</p> <p>NAPA's action plan includes using a mix of service vendors and local businesses to work toward the procurement goal of compliance. NAPA IBS has a tremendous track record of accountability and exceeding SBE/WMBE goals in our operations.</p> <p>NAPA IBS' real world track record speaks for itself. In three major municipal contracts currently in place, we show historical success in meeting and exceeding SBE, MWBE goals set forth in the RFPs:</p> <table border="1" data-bbox="573 594 1255 688"> <thead> <tr> <th>IBS</th> <th>Requirement</th> <th>Actual Results</th> </tr> </thead> <tbody> <tr> <td>City of Chicago</td> <td>25% MBE / 5% WBE</td> <td>37% MBE / 5.5% WBE</td> </tr> <tr> <td>City of Sacramento</td> <td>10% SBE</td> <td>28% SBE</td> </tr> <tr> <td>City of Cincinnati</td> <td>15% SBE</td> <td>17% SBE</td> </tr> </tbody> </table>	IBS	Requirement	Actual Results	City of Chicago	25% MBE / 5% WBE	37% MBE / 5.5% WBE	City of Sacramento	10% SBE	28% SBE	City of Cincinnati	15% SBE	17% SBE
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City of Cincinnati	15% SBE	17% SBE												
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>NAPA IBS has unique, custom attributes that separate us from the competition:</p> <p>a) Current network of over 400 contracts – we offer a unique opportunity for Sourcewell to market to hundreds of existing contracts to use the Sourcewell contract as a vehicle to extend current services. No other vendor managed inventory fleet solution has the opportunity to expand use of the Sourcewell contract like NAPA IBS.</p> <p>b) Dedicated IBS project staff of 11 sales representatives and 22 field operators that do nothing but selling and managing the vendor managed inventory solution presented in this RFP.</p> <p>c) A 26+ year network of over 1,400 OE, aftermarket, supplies, MRO and parts related vendors to support ANY operation that wishes to use the Sourcewell contract. Our services go well beyond NAPA branded parts and include many OE and alternative brands to give our Sourcewell customers a broad range of choice on the products they wish to use in their fleet and warehouse operations. No other vendor of these services can provide the choice and leverage that our 1,400 non-NAPA branded parts and supplies vendor network and experience can bring. NAPA IBS has exclusive vendor arrangements with key fleet parts and supplies-related vendors that are exclusive to NAPA IBS customers and are unavailable to any other supplier of these services.</p> <p>d) The IBS HUB is NAPA IBS's exclusive technology platform that was built specifically for the IBS program and providing vendor managed inventory services. It is a technology that is exclusive to NAPA and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running. It also contains detailed reporting that is available on demand or at scheduled intervals to customers' management teams so they always know exactly how we are performing and when their work orders will be complete.</p> <p>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, the IBS HUB. 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 9: Warranty (Performance Standards or Guarantees)

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

Line Item	Question	Response
42	Describe any performance standards or guarantees that apply to your services (customer service response times, processing time frames, stock and non-stock fill rates, etc.).	<p>Our performance standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. We work hard to customize a solution that works for each individual customer, but the following is a list of some of the most common standards and guarantees that we implement and track:</p> <ul style="list-style-type: none"> • Many of the important performance standards, goals and KPIs of operating IBS parts rooms are tracked and can be reported through our IBS HUB system, which is an exclusive capability of NAPA IBS. The system provides regular and on-demand reporting on the following to communicate our operation successes and areas of improvement to customer management: <ul style="list-style-type: none"> o Parts Fill Rates o Daily Service Metrics o Inventory Special Order Tracking o Down Vehicle Time & Percentage o Inventory Readiness o Parts Cost Comparison <p>We will go into greater detail on the aforementioned IBS HUB reporting capabilities in question #68, but have included an upload of sample IBS HUB KPI reports in this section of the supplemental document upload portal.</p> <ul style="list-style-type: none"> • Regular contract compliance audits will be conducted to ensure operational accuracy. • We have invested in a digital business review portal that schedules, tracks and stores business reviews with every IBS customer on a monthly or quarterly basis. It also communicates results to the customer and solicits feedback and ratings from them so we can measure our performance from the customer's perspective. • We provide product choices for our customers. Whether NAPA parts or parts sourced from other suppliers, we will stock the parts that fit the customer's operation and preferences best. • We possess a local footprint in any area we operate. This allows us to provide backup inventory, staffing and distribution support in any situation without long wait times, expensive freight or mobilization charges. • We have industry leading technology capabilities to support our Sourcewell member partners that we can customize to meet their ordering, billing, payment and reporting needs. • Orders placed manually or directly with our parts staff will be addressed immediately upon request. • Orders placed electronically will be acknowledged in our system immediately and will be addressed by our parts staff within 30-60 minutes. • Where applicable and/or required, our parts staff and management will be ASE trained and/or certified. • All parts sold to customers will meet or exceed OE or equivalent specifications or will satisfy the required specifications of the individual Sourcewell member customers • Warranty eligible products will be identified, tracked, processed and credited through our IBS HUB inventory management system. When a technician brings a warranty product to our parts counter, we will know on the spot if it is eligible and will issue credit as appropriate, then work with the supplier to resolve the warranty. • All staff involved in IBS operations will be fully trained and knowledgeable on required parts, vendors and technology required to excel at the position. • Our contracts have the ability to be terminated by our customers if we are ever not meeting expectations. Most contracts have mutual 60-day termination clauses and language pertaining to our failure to meet obligations is negotiated on each individual contract.

43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	<p>Our service standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. Depending on customer needs and priorities, the KPIs we track can be customized to give them the insight desired into our performance levels and theirs. However, the following are a few of the general aspects of our service that we track and maintain:</p> <ul style="list-style-type: none"> • Under normal operating conditions, we generally target a KPI of 85-90 percent fill rate after an acceptable ramp-up/grace period following initial implementation of the IBS site. Many agencies that we work with do not have clear historical data so we will work with them to build forward-looking KPIs based on actual purchase history after we go to contract. • One of the key benefits of our program is the tracking and processing of parts manufacturer warranties for our government agencies. Our NAPA IBS service guarantees that we will replace any alleged warranty item immediately for our government fleets. Then, our onsite personnel have the responsibility to submit warranties to specific product manufacturers and track that item from the moment it is returned through the discovery phase to conclusion. NAPA IBS outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers. • Non-stock orders rely on third-party vendor performance and availability, but acknowledgment times can be measured to ensure our parts staff act quickly on such orders. • NAPA IBS will comply with all customer expectations and processes regarding work order information, data communication, safety procedures and others. • NAPA IBS will adhere to customer, local, state and federal regulations as they apply in the location of the operation, including allowable stocking restrictions on chemicals and other items. • While our IBS staff are employees of ours, they are still working in our customers' environments. It is our corporate policy that all of our IBS employees are background checked through E-Verify. At the same time, we respect the safety and security policies of our customers as well. All NAPA employees that work on site are required to follow the procedures and policies of our customers. • Because NAPA IBS is providing an inventory management service for customers, one of the strengths of the warranty of service that we provide is the mutual ability to end an IBS contract in the case where services standards are not being met.
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44	Describe any service contract options for the items included in your proposal.	<p>The services we provide remain fairly consistent as we work with different agencies in our contracts. We are contracted to maintain and manage parts and supplies inventory for fleets in many verticals. For the purposes of this RFP – those verticals include – but are not limited to – government fleets and warehousing, education fleets and warehousing, non-profit fleets and warehousing. Each customer has unique needs within their operation, so we provide the flexibility within the scope of our services to accommodate customers in the projects we are contracted to perform.</p> <p>The basic offering we propose is to manage fleet-related supplies and parts. This can be accomplished either in an on-site dedicated operation or off-site dedicated operation. Space considerations, labor considerations, work schedule considerations, and inventory needs considerations are all variables for our fleet customers that require customization in each contract. In addition, we are asked to handle MRO skus as part of an overall operation.</p> <p>For example, in the City of Sacramento fleet operations, we have held a fleet contract for over five years. Recently, their warehousing operations has been looking for a solution to help them manage skus for their maintenance operations. We have responded to and have been awarded a contract to handle these materials as well as fleet related services and will use some of the same resources we currently have on-site within the fleet operation to manage the warehouse contract as well. Both facilities are on the same lot in the same area – and we can bring efficiency through our services by managing both.</p> <p>Another service function that NAPA IBS has the technology and experience to perform is that of managing remote and/or consignment inventories. Customers with satellite locations that don't carry enough inventory to justify onsite staffing can have their inventory managed, replenished and billed through our IBS HUB system. This requires either electronic submission of all parts removed from the parts room, or a periodic physical inventory count by NAPA IBS staff to determine parts usage and proper billing.</p> <p>Third-party services, such as outside repairs, can also be sourced and managed by NAPA IBS for Sourcewell customers. Such needs have specific line codes programmed into our IBS HUB system that can track and invoice according to our contractual pricing model.</p> <p>Finally, running multi-location fleet operations often means crossing jurisdictional lines that can affect tax rates and other regulations. NAPA IBS has the ability to manage these logistics digitally so Sourcewell members know they are paying the right prices and following all guidelines without having to do the work themselves.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	<p>Our contract payment terms for parts purchases and operational expenses as part of our IBS services are Net 30th. On a monthly basis, we deliver parts billing and operational cost billing as part of our services to our IBS contract customers.</p>
46	Describe available payment options (e.g., frequency, method, platform, etc.)	<p>NAPA IBS is highly flexible in accepting payment options. We are able to integrate with most enterprise billing systems through our industry-exclusive IBIZ custom billing platform. NAPA is able to bill according to customer specifications, but at a minimum of monthly for both parts and operational expenses. The standard policy for all of our customers, and in the industry, is to accept payment via one of the following methods:</p> <ul style="list-style-type: none"> • Check payment • ACH • Wire transfer <p>Specific payment options are one of the core points that are detailed in our individual contracts with Sourcewell members.</p>

<p>47</p>	<p>Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.</p>	<p>Our order process for Sourcewell members requesting IBS services is as follows:</p> <p>Step One – Discover the need with fleet operations and management on outsourcing parts and service needs this will require analysis of current staffing, inventory, hours of operation, fleet needs, software adoption, billing processes, paperwork flow, audit procedures, and approvals.</p> <p>Step Two – Introduce co-operative contract solution as a means to contract during the early phase of our analysis. If customer is not an Sourcewell member, we use this time to present the easy steps to become a member. If they already are an Sourcewell member, we present our contract opportunity with IBS along with documentation on the solicitation. At this point we have added a step in our process to verify documentation of Sourcewell membership with our Sourcewell contract manager.</p> <p>Step Three – Complete financial and staffing analysis to determine needs of customer.</p> <p>Step Four – Once customer has agreed to proceed to contract, our GPC legal and NAPA IBS representative present our Sourcewell IBS contract terms to the customer for their legal review.</p> <p>Step Five – Customer builds business exceptions as part of our master IBS Sourcewell contract. NAPA IBS will negotiate specific terms for the customer based on their hours of operation, staffing needs, inventory needs, etc.</p> <p>Step Six – NAPA IBS and Customer come to terms on Sourcewell contract.</p> <p>Step Seven – NAPA IBS will inform Sourcewell when a contract has been agreed to between NAPA and customer. NAPA sets the commencement date with customer and ensures all operational systems are in place during mobilization. For Sourcewell, this is the window where we turn flags on in our system to accurately report sales per our Sourcewell contract agreement.</p> <p>Step Eight – Contract tracking and reporting will be communicated to Sourcewell on a quarterly basis along with announcements of all new contracts.</p> <p>a) Yes – Our independent dealer network will be part of this proposal. Genuine Parts Company controls the process much like was outlined above for our independent dealer network. The dealer is responsible during the analysis phase to provide staffing, inventory and operational documentation. The dealer must agree to all of the terms of the Sourcewell IBS contract as well as the customization for a Sourcewell contract holder in the final agreement. To ensure these steps are made and done in our dealer network, Genuine Parts Company has provided an assignment document as part of the Sourcewell contract that must be signed by the customer, Genuine Parts Company, Sourcewell (if required), and the independent dealer as part of the contract process. The dealer is required to abide by the terms of the contract or will need to assign the business back to Genuine Parts Company.</p> <p>In order to maintain consistency and accuracy in reporting and contract fee payments, our NAPA headquarters team tracks and consolidates all company- and independently owned Sourcewell contract sales and reports them to Sourcewell directly.</p>
<p>48</p>	<p>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>Our NAPA IBS operations typically do not accept p-cards for payment on our monthly parts statement or monthly operations charges statement. We do make exceptions where customers are required to pay us via p-cards. However, since our NAPA IBS operations bill customers for all operating costs incurred in our services, we will be required to bill back any p-card service charges incurred by our IBS store operations on the monthly operating statement bill. For this reason, most NAPA IBS customers do not use their p-cards for our monthly billing – as we would bill them back any service charges.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response
49	Describe your pricing model (e.g., line-item discounts, product-category discounts or cost plus). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items and services that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Cost Methodology Reasoning & Explanation:</p> <p>NAPA IBS has 26 years of best practice contract and pricing experience providing customized VMI solutions for government fleets. Our existing 50+ Sourcewell vendor managed inventory contracts and hundreds of government contracts are already on one of the pricing options listed below and their guidance has given us tremendous insights on how government agencies wish to have pricing outlined in these agreements.</p> <p>Our customers have made it very clear: Our government agencies want options when it comes to how goods and services are priced in VMI contracts. We have worked with hundreds of government finance, purchasing and operations teams to build three best practice pricing options that are universally used in fleet VMI parts and service contracts:</p> <p>NAPA IBS Option 1: No Markup Goods Pricing / Management Fee NAPA IBS Option 2a: Not-to-Exceed 10% Margin Model NAPA IBS Option 2b: Not-to-Exceed Pricing Profile 9074 / 25% Margin Model</p> <p>Currently NAPA contracts with hundreds of government agencies on this program. Currently we have 33% that use the option 1 price option, 55% using the Option 2a and 12% using Option 2b.</p> <p>In our agreement/contracts with our government agencies, the customer is allowed to select the pricing option that best fits their finance and business rules. All three pricing options are outlined below and are also supported with an explanation grid in our attached documents in this section.</p> <p>In each of these options there are two basic pricing components:</p> <ol style="list-style-type: none"> 1. Pricing of Goods 2. Pricing of Monthly Operating Costs <p>The mix of these two components deliver transparent billing for total cost of contract and also deliver the contractual ROI for NAPA making it a win-win public/private contract relationship.</p> <p>Our government customers feel these options provide the perfect balance of transparent costs of goods/services.</p> <p>Pricing Options:</p> <p>Each Sourcewell member contracting with NAPA IBS will have the choice of which of the following two model options suits their operation best. Both are negotiable within the framework of the model, include not-to-exceed pricing structures, and are proven concepts in use by government IBS customers today.</p> <p>Pricing Option 1) No Markup Goods Pricing / Management Fee</p> <p>Cost of Goods: All goods are sold to customer with no markup. Cost is determined by current product acquisition cost on sourced, non-NAPA branded goods. If the customer elects to use NAPA branded goods, they will be priced at the current NAPA jobber acquisition cost.</p> <p>Example: NAPA procures a Ford OE part at \$100. NAPA IBS sells that part to Sourcewell customer for \$100 with no markup.</p> <p>Operating Expenses: The monthly operating expenses of the store, or cost of services, are billed separately to the customer at actual cost. No operating expenses are built into the price of goods. Operating costs are determined and outlined in contract – agreed to by the Sourcewell</p>

customer.

NAPA Management Fee:

A monthly management fee is also billed to the customer at a not to exceed 10% of their total cost of goods purchases for that month. This allows NAPA to realize contractual ROI.

Options:

For customers who prefer, we can combine the operating costs and ROI management fee into one fee and calculate a balanced budget monthly total fee. Some customers have even asked us to combine the operating costs and management fee into an hourly total fee that can be billed across actual hours of service for our on-site operation. Each customer operates differently, has different hours of operation and different staffing level needs. We have flexibility within this option to fit the needs of the customer.

Customer Benefits:

No markups are shown on goods purchases, creating a less impactful goods line item on budgets. Separate billing for true monthly operating costs and easy to calculate NAPA management fee (See option 1 sample operating cost model in attachment within this section)

Pricing Option 2) Not-to-Exceed 10% Margin on Goods/Monthly Operating Costs

Customers have two options in this model: a consistent not to exceed 10% percent margin on goods or a pricing profile option as described below.

Pricing Option 2a) Not-to-Exceed 10% Margin Model

Cost of Goods:

All goods are sold to customer at cost plus designated gross margin not to exceed 10% gross margin, defined as cost of good divided by .90 = selling price of good. This is a not-to exceed pricing structure.

Example: NAPA procures a Ford OE part at \$100. NAPA IBS sells that part to Sourcewell customer at \$100 divided by 0.90 = \$111. This is the formula to sell the product to the Sourcewell customer at 10% margin.

Operating Costs:

The operating expenses of the store, or cost of services, are billed to the agency separately to the customer at actual cost. Operating costs are determined and outlined in contract – agreed to by the Sourcewell customer.

NAPA ROI:

NAPA's ROI is built into the price of the good to arrive at a final net margin of no greater than 10% of total customer purchases.

Customer Benefits:

All NAPA ROI is built into the price of the good for simplicity of billing. All monthly operating expenses are billed at cost and no separate management fee is billed (See option 2a sample operating cost model in attachment within this section).

Pricing Option 2b) Not-to-Exceed Pricing Profile 9074/25% Margin Model

Cost of Goods:

NAPA-branded goods are sold to customer on our NAPA Sourcewell Government Pricing Profile 9074. NAPA branded goods are sold to the customer at a higher margin on our not-to-exceed list less pricing outlined in detail in the attachment within this section. Non-NAPA (sourced) goods are sold to customer at a not-to-exceed 25% gross margin, defined as cost of goods divided by 0.75 = selling price. This is a not-to exceed pricing structure.

Example: NAPA procures a Ford OE part at \$100. NAPA IBS sells that part to Sourcewell customer at \$100 divided by 0.75 = \$133. This is the formula to sell the product to the Sourcewell customer at 25% margin.

		<p>Operating Costs: The operating expenses of the store, or cost of services, are paid entirely by NAPA and not charged to the customer as they are built into the price of the good.</p> <p>NAPA ROI: NAPA's ROI is contractually built into the price of the good to arrive at a final net margin of no greater than 10% of total customer purchases.</p> <p>Customer Benefits: All NAPA ROI and operating expenses are built into the price of the good for simplicity of billing. No separate management fee or operating expenses are billed. This is a popular option for customers that do not want a separate operating fee and wish to bill the cost of operating and NAPA's ROI out as part of the price of goods so they can share the expense across the departments proportionately by the departments that buy the most goods (See option 2b sample operating cost model in attachment within this section).</p> <p>Acquisition Cost Definitions</p> <p>Because all of our parts pricing is based directly on acquisition costs, the following is an explanation of how we arrive at our acquisition costs:</p> <ol style="list-style-type: none"> 1. For Non-NAPA, or sourced, goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc. – the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. 2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods. <p>In our attached documents, we have provided a sample agreement and sample monthly operating expense examples that demonstrate each pricing model proposed. Our customers appreciate the transparency in our operating cost models when they are not surprised with unknown mobilization costs, startup costs or incremental costs throughout the term of a contract. As a publicly traded company, our transparent operating statements are held to a high standard. When we engage with customers on contract options, customers are allowed to add specific terms and conditions to customize their contract and select the pricing option and business model that best fits their operation.</p>
50	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>NAPA IBS is a VMI service program so the products we issue are a function of the services we provide. One of the top priorities of the program and most impactful services we conduct is to facilitate and negotiate ways to reduce the acquisition cost of our products, which in turn represents the discount our customers receive. Competitors who offer specific discounts often do so with no mention of the original cost of the part, resulting in higher prices that appear to be a good deal. Because parts in the IBS model are priced based on acquisition cost, all discounts we negotiate with our vendors are automatically passed on to our customers and we don't have to incur markups on products that are sourced internally.</p> <p>Here is how we arrive at our acquisition costs:</p> <ol style="list-style-type: none"> 1. For Non-NAPA, or sourced, products (non-NAPA branded goods – i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc., the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. NAPA IBS currently works with thousands of national brands and holds a national database of pricing for our customers as a comparison of the pricing offered by local, regional and national vendors to their project.

2. For NAPA branded products that we source internally, customer pricing is based on our current NAPA jobber acquisition cost plus whatever our contracted margin is for that good. This can be a significant savings for our customers if they choose for us to provide our own NAPA-branded goods.

The way we arrive at discount rates differs depending on the pricing model a customer selects. The following is a general breakdown of the estimated discounts received in each model:

Pricing Option 1: No Markup Goods Pricing/Management Fee

- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 40% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 84% off certain NAPA List pricing.
 - o Note: This model realizes no gross margin at the point of sale and a management fee is collected in order to obtain part margin and the operational cost reimbursement

Pricing Option 2a: Not-to-Exceed 10% Margin Model

- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 30% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 82% off certain NAPA List pricing.
 - o Note: This model realizes 10% gross margin at the point of sale and a management fee is applied to obtain the operational cost reimbursement

Pricing Option 2b: Not-to-Exceed Pricing Profile 9074/25% Margin Model

- Non-NAPA Branded Goods – NAPA IBS sources non-NAPA branded goods from thousands of local, regional and national suppliers. Depending on the products our customers ask us to source, we have seen realized discounts of up to 15% off certain published List pricing, where published List pricing is available.
- NAPA Branded Goods – NAPA-branded products have varying discounts off of list price in this option. Customers that elect to use NAPA products in their contracts may realize discounts of up to 70% off certain NAPA List pricing.
 - o Note: This model realizes approximately 25% gross margin, based on product mix, at the point of sale and a no management fee is collected in order to obtain part margin and the operational cost reimbursement

Each pricing option, regardless of the gross margin realized at the point of sale, results in very similar net results for the Sourcwell member and NAPA IBS. These options are provided to showcase NAPA's flexibility to work with a Sourcwell member inside of their control environment. The NAPA IBS program affords all Sourcwell members the opportunity to take advantage of NAPA's local, regional, national and global purchasing power. This includes negotiated discounts on certain goods. From time to time at a supplier's sole discretion additional discounts may also be offered outside of the typical discount off List price as well. NAPA IBS delivers all available discounts to Sourcwell members at the point of sale. It is important to note that discounts and the listed percentages are subject to change and or vary due to local regulations, supplier program changes and other events.

51	Describe any quantity or volume discounts or rebate programs that you offer.	Based on our cost-based model, we do not provide rebates as part of a volume program with our IBS customers. We are an aggressive advocate for cost reduction on parts for our vendor managed customers. Any negotiated discounts are included at the invoice level and realized at the point of sale. Parts are sold to our customers based on acquisition cost and the pricing model selected at contract. The true cost savings for the customer is encumbered in the total solution of NAPA IBS – cost savings come from buying parts and supplies at the “after discount” price net acquisition cost on parts, inventory reduction and/or acquisition, transaction cost reductions, and shop productivity.
52	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>The NAPA IBS program offers a brand-agnostic approach to stocking parts rooms that gives each customer the choice of what combination of OE and aftermarket brands and product lines they want us to stock. Aftermarket parts have become a crucial savings vehicle for many Sourcewell members so our Sourcewell customers benefit because we are a direct supplier of these items that comprise a significant portion of their spend.</p> <p>For products that are outside of our supply chain or that are simply preferred by fleet or facilities management, we have a large automotive and non-fleet vendor network that we can turn to. We regularly source PPE products, outside repair work and other non-traditional inventory requests for Sourcewell customers across the US and Canada and we don't add any additional markups for doing so. The pricing model that we have in place applies to any part we stock regardless of the source. With NAPA IBS, the goal is to build an inventory that fits the customer, not one based on our preferences or agenda. Furthermore, we provide transparent invoices from all suppliers so our customer can see acquisition costs and make smart purchasing decisions.</p> <p>Due to our affiliation with NAPA, we do have the important ability to source a vast selection of parts from our internal supply chain, saving the customer significant dollars when they choose to go that direction. We work with 1,300+ outside vendors to source parts for our Sourcewell customers today, but the cost savings offered by supplying NAPA parts makes NAPA the number one stocked brand across our IBS parts rooms. Stocking NAPA parts offers a dramatically reduced acquisition cost versus what our competitors pay for the same parts. Vendors without this internal supply chain pay and pass on to the customer multiple markups on aftermarket parts.</p> <p>Finally, our national footprint creates buying power with our suppliers that reduces overall acquisition costs, and therefore final pricing, but it also guarantees one more thing: The potential loss of a large customer in the IBS world would not have an impact on our ability to achieve the best pricing and service from our suppliers, adding stability to our service that not all competitors who rely on just a few large accounts can provide.</p>
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>The only additions to total cost outside of our acquisition costs may be special request projects like IT projects, special freight requests, customer equipment purchases, third-party involvement agreed to by the customer, or overtime charges that come up as part of our agreement. Those expenses are 100% verified and agreed to by a customer before they are ever billed or charged as part of our services.</p> <p>We have seen several cases where competitors charge additional fees that raise the overall cost of services, but we do not charge any of the following through the NAPA IBS program:</p> <ul style="list-style-type: none"> • Standard mobilization or installation costs • Internal freight • Technology integration costs on solutions we already provide • Markups on operating expenses <p>We provide transparent and accurate costs of our program up front and throughout our contracts. Our pricing model stays consistent throughout the contract and can be easily amended for the changing needs and scope changes from any Sourcewell members.</p>

<p>54</p>	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>As part of our IBS services, the only freight or shipping costs come in the form of special order parts and supplies as requested by the customer.</p> <p>For example, if we have a specific application part that is an emergency and the only supply for that particular part is from a vendor in another state we provide the customer with a freight approval for and will only ship upon approval from authorized Sourcwell IBS customer approver. Freight and shipping on special order items is billed to customer on the itemized operating statement on a monthly basis and is billed at cost with no markup. In addition, freight for these special order items is included on our invoice along with the part for auditing and tracking.</p> <p>NAPA branded parts are primarily supplied from our closest NAPA Distribution Center at no freight charge to the customer. Our NAPA Distribution Centers are available for parts supply 7 days per week for our On-site NAPA IBS stores. Nightly freight deliveries to IBS locations are available on Monday-Friday with special pickups and deliveries on weekend.</p> <p>We also handle a huge array of local, regional and national non-NAPA vendors. Our goal is to have a vast majority of stock on hand to avoid freight charges. We work with all vendors to deliver us parts at cost – with no separate delivery charges.</p>
<p>55</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>We have no requirements or restrictions for Alaska, Hawaii or Canada within the services in our RFP response. NAPA IBS has brick and mortar warehouse locations and employees in Anchorage, Honolulu and throughout Canada, as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently do provide services outlined in this RFP.</p> <p>NAPA also has export distribution centers on the West Coast (Sacramento) and East Coast (Miami) that already have international channels of distribution in place that can expand our services proposed in this agreement to the Caribbean, Central America, South America, and the South Pacific (including Guam).</p> <p>Since we have brick and mortar store and warehouse operations in Alaska, Hawaii and Canada, they will have the exact same benefits as all other 48 states. Since they are part of the Genuine Parts Company family and NAPA network – NAPA branded products are delivered at the same cost as the mainland US. Freight and shipping for special order parts and parts not available through local and regional vendors would be vetted the same as in the 48 mainland states. Freight charges would be on an approval basis from customer on special order and national vendors.</p> <p>Genuine Parts Company owns our own private feet company in Rayloc Merchandise Distribution Services (RMDS). RMDS provides transportation solutions for all of GPC's U.S. based companies. RMDS is often called upon to deliver weather related emergency relief supplies and provide solutions for any other special projects the GPC family orchestrates. RMDS is headquartered in Atlanta, GA and has cross-dock facilities in Atlanta, GA, Cedar Rapids, IA, Charlotte, NC, Hagerstown, MD, Indianapolis, IN and Memphis, TN. RMDS logistical services are available to Sourcwell Members and upon request we can get our logistics professionals to review opportunities and work towards value add solutions. Because we have our own distribution network, we are able to significantly lower the cost of freight for our Sourcwell member customers.</p>
<p>56</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>NAPA IBS has several unique offerings within our contracts that provide solutions to our customers, including:</p> <p>Brick-&-Mortar Infrastructure – We have an unparalleled existing infrastructure of distribution and current VMI solutions across the US and Canada. With more than 6,000 retail stores, 52 major distribution centers, 55,000 employees and 400+ current IBS VMI operations active today, our ability to provide these services quickly, effectively and on budget is unmatched.</p> <p>Product Diversity – our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including:</p>

- 465,000 SKUs of NAPA branded parts
- 4 Million SKUs of MRO, Industrial, Office and other products through Motion Industries
- Millions more through our network of 1,300+ external supplier partners

Off-site inventory services – Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution. In these cases, we are able to manage inventories remotely through our IBS HUB consignment program. Having consignment or off-site inventory loaded into our technology allows us to monitor what has been used, what needs replenishment and what to bill the customer for. Periodic manual counts will be conducted by NAPA IBS personnel to reconcile all unmanned satellite locations and consignment inventories. This offsite inventory management also applies to customer mobile units and service vehicles that carry emergency inventory that is not held at a specific brick-and-mortar location.

Hub and spoke services – In some cases we have customers that have multiple sites but do not require staffing at all locations. In these cases, we can model a hub and spoke inventory management system using people, technology, bar coding and standard operating procedures to accomplish the parts management goals of our customers. The unique nature of NAPA's brick and mortar operations – 52 master distribution centers and 6,000 retail outlets – gives us a unique footprint on the ability to source both NAPA and non-NAPA parts and supplies for our fleet customers...as well as deliver those products in an expedited manner leveraging our dedicated brick and mortar assets and logistics. This allows us to keep staffing costs in check and provide manned and unmanned services to fleets that are mobile or geographically broad in nature. The fact that we have so many brick and mortar sites and daily delivery to these sites...along with 400+ dedicated vendor managed inventory sites (NAPA IBS) allows us to give our government/education customers unparalleled service and availability.

Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts.

Electronic vending machine/RFID solutions: We work with multiple suppliers of vending technology – including vending machines and RFID solutions to address specific non-manned solutions. In these cases, we build the standard operating procedures and cost/benefit analysis for customers to use this technology to decide if it is the proper fit.

MRO warehouse supply management – In addition to fleet supplies, many of our municipal customers ask us to use the same technology, staffing, and inventory tools we do in fleet-related operations. We have the capabilities and vendor relationships to add this as an added value service to our IBS operations. We currently hold Sourcewell contract #121218 for MRO inventory management.

Technology Solutions – With our dedicated IBS headquarters team we also have the ability to partner with the billing, finance, and management of fleet and government/education fleet operations to work on custom integration solutions for their fleet or enterprise procurement platforms – all meant to drive transactional efficiency and cost reduction in the day to day process of ordering parts and supplies.

Custom technician training solutions – We are dedicated to helping productivity in the shop through shop training – paced at the speed of the shop. Whether it is on-line, on-site or classroom study, NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge. www.NAPATraining.com

		<p>Warranty Tracking – Our IBS HUB system identifies, tracks and facilitates warranty, core and return processes to make them as automated and easy for the customer as possible. Over time, we can identify common product issues and work with suppliers to resolve them without the customer having to do any work.</p> <p>Financial Investments – As a Fortune 200 organization, our parent company Genuine Parts Company has the unique ability to make financial investments in Sourcewell members to make sure they have the parts they need on the shelves. Other providers shy away from investing in proper inventory levels, resulting in longer wait times, expedited freight costs and low fill rates.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>NAPA IBS employs an in-depth, multitiered audit system that extends from self-audits to third-party corporate governance.</p> <p>Self-audit process/program: NAPA IBS manages a similar process with audits on all 400+ IBS contracts nationally.</p> <p>Corporate auditing and governance: As a publicly traded company, Genuine Parts Company is guided by Sarbanes-Oxley corporate governance and auditors as part of our public responsibility. Our business units in all company operations – including IBS - are audited on a regular basis.</p> <p>IBS Corporate Auditing: Genuine Parts Company supplies each of our IBS locations with 3rd party inventory auditing through 3rd party contract inventory teams – per Sarbanes Oxley regulations. Each Sourcewell/NAPA IBS customer agreement will include monthly monitored electronic tracking of all customer purchases handled through our NAPA Headquarters in Atlanta, GA. The contracts will be subject to a quarterly compliance business review with involvement from the contract owner (GPC or independent dealer) and the customer and will be signed off and logged at NAPA Headquarters) for compliance.</p> <p>NAPA Internal Audits: NAPA internal audits occur at a minimum twice a year before and after our interim write off period. Stores scoring less than 85% will get re-audited to ensure the non-compliance items are corrected. GPC Internal Audit and NAPA team members use the national “APG Store Loss Prevention Review” guidelines to randomly select and audit stores and to discuss results in detail with management and senior leadership. Due to the random nature of these audits we are unable identify the frequency. The regular NAPA audit is used to ensure a location is ready for GPC internal Audit.</p> <p>NAPA external audit is conducted by EY and assisted by Moore Colson. These audits require quarterly, interim and annual support and are reviewed by GPC Sr. Leadership and used to sign off on the company financials and 10K documentation.</p> <p>Parts Pricing and Operations Statements Compliance: Our HQ’s IBS operations department listed in this response produces and reviews month end contract compliance reporting to ensure each customer’s prices match their specific agreements and with any deviation reported to the operations for corrections. This team performs quarterly</p>

		<p>pricing reviews along with our local operations to ensure our customers receive contract pricing per our agreed Sourcewell contract. Our on-site point of sale system will be the system of record for all transactions – and we have dozens of daily, weekly and monthly reporting available to any IBS customer for contract compliance. In many of our IBS sites, we are very familiar with contract compliance and audit measures, so our team is seasoned to report and audit our operations. This transparency is reflected in our IBS Sourcewell contract agreement attached. As a rule, in many of our IBS contracts, we provide a specific market basket of products to our customer with specific margins and costs to ensure compliance – typically on a quarterly basis. Our customers may pick the parts from parts acquired in the contract and may ask us to do an analysis on our contract price vs. the price charged. We then produce specific reports and billing showing specific contract price to ensure compliance. The audit needs of our Sourcewell contract customers may differ so we write the information requirements specifically in our contract language. NAPA IBS lives in a transparent government and education fleet environment every day and takes price compliance very seriously.</p> <p>One additional note: All IBS customer purchases are stored and protected in our GPC secured network daily. Purchases are held in two separate secure corporate servers/data warehouses and preserved for the term of the contract for internal and external audit purposes.</p> <p>Sourcewell Marketing Requirements: In regard to marketing and advertising requirements, our VP of IBS will assign the designated IBS Marketing Coordinator to ensure the IBS website has the most current Sourcewell marketing materials posted and maintained monthly.</p> <p>Reporting Compliance: Our IBS Operations Department will be notified of all new members and will ensure that the locations purchases are properly tracked to insure accurate quarterly reporting to the designated Sourcewell representative. Under our current contract, we have customized reporting on our Sourcewell contract for the co-op. We can deliver SKU-level data and overall program progress to Sourcewell on quarterly basis.</p>
59	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>NAPA IBS proposes a 1% fixed percentage fee paid to Sourcewell based on monthly total net sales of the IBS to the Sourcewell contract customer – on all IBS contracts using the Sourcewell contract as vehicle. This fee would be payable to Sourcewell on a quarterly basis directly from NAPA headquarters – regardless if the Sourcewell IBS contract was through a company or independent location. NAPA HQ will handle the sales tracking, reporting, audits, and fee disbursement. The 1% fee will be paid by NAPA Headquarters directly to Sourcewell – none of these fees will have an economic impact on the actual end user IBS Sourcewell customer. These payments to Sourcewell will not reflect in the price of the parts or services paid by the IBS contract customer.</p>

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

Line Item	Question	Response
60	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>NAPA Integrated Business Solutions (IBS) is a customized on-site (or off-site) vendor managed parts and supplies inventory management program offered by NAPA Auto Parts under the trademark name Integrated Business Solutions. Genuine Parts Company/NAPA has engaged in this specific service offering for more than 26 years.</p> <p>In the simplest form NAPA IBS is a service for fleet customers in any government segment (State, DOT, City, County, Utility, etc.) or education segment (Higher Education and K-12) where the customer has a need to more effectively manage the parts, supplies and materials it takes to maintain their fleet vehicles. NAPA's on-site store program provides the following benefits:</p> <ul style="list-style-type: none"> • On-site, vendor managed, inventory consisting of commonly used items. These

items are purchased and held at NAPA's expense and are charged to the customer only when used for a given maintenance or repair.

- Dedicated staff providing on-site parts related services.
- Procuring, stocking, and issuing of automotive parts including both NAPA branded and non-branded items.
- Work order system integration to ensure parts and equipment are timely and accurately charged to vehicle maintenance and cost records.

These services greatly reduce the involvement of agency personnel in the acquisition and administration of parts enabling improved departmental focus on core functions and responsibilities.

Today, NAPA IBS operates over 400 on-site locations for multiple government and private fleet and warehousing operations in the US and over 20 sites in Canada.

Each IBS contract is unique because each fleet we service has different hours of operation, different vehicles, varying ages of vehicles, and unique staffing situations... no two fleets are the same. Each IBS location is customized for the government/education customers business. We start with a fresh scope of work and use industry best practices as benchmarks, then build a customized service and store structure around the government agency's needs (people, vendors, services, hours, space, and inventory).

NAPA IBS works with government administrations, procurement and fleet operations to develop a custom contract and scope of work. Once contract terms are agreed to, we mobilize staffing, inventory, standard operating procedures, billing processes and regular contract compliance reporting. When onsite, NAPA IBS manages any product our customers need us to handle (NAPA and Non-NAPA Automotive/Truck/GSE Parts, OE parts, office supplies, safety material, tires, bulk fluids, and more).

Under the Sourcewell agreement, the NAPA IBS store will be physically located within the customer's fleet shop or facility. NAPA will staff the location with full-time employees dedicated to that customer. NAPA will work with the customer's personnel to identify existing inventory with low utilization and will provide management with recommendations for disposition. NAPA will then procure commonly used items and supplies used by the agency, at its own cost, to stock the On-Site Store. NAPA's assigned resource will be responsible to procure all automotive and heavy truck related items, whether or not these are available through NAPA or through any other source. All items, whether issued through the On-Site Store, or procured by NAPA on the agency's behalf will be entered into the agency's work order management system.

Our current Sourcewell customers have experienced immediate benefits leveraging a cooperative contract to employ our onsite location service. Some key benefits include:

- Contracting Speed and Simplicity – Every government entity wants to be able to build contracts and solutions that meet their specific needs and working through Sourcewell and NAPA IBS they have been able to do that while avoiding a laborious and expensive RFP process. Especially in a year of pronounced operational difficulties and global crisis, solutions like this one have helped governments get the help they need more quickly and efficiently.
- Immediate Inventory Reduction – NAPA IBS owns the parts supply and inventory. In many cases, we buy the existing non-obsolete parts the customer stocked prior to IBS, relieving them of the inventory investment. Then we add additional inventory on NAPA's investment to support the fleet and improve fill rates. NAPA IBS stores sell our contract customers parts and supplies as they need them – on-demand... dramatically reducing the expensive world of owning and managing inventory. The customer only pays for the part when they use it.
- Staffing – NAPA IBS provides the staff to run the parts operation during the hours the customer needs us. This staff is 100% dedicated to their contract customer and will also be available to cover the parts operation after hours and in emergency situations if needed).
- Transaction Cost Reduction – NAPA IBS works with fleet departments and procurement departments to reduce the number of transactions by reducing paperwork and reducing the vast number of vendors usually servicing a fleet. We source from all vendors NAPA and non-NAPA and provide our customers with one bill at the end of the month. By consolidating the monthly parts bill into one statement, our customers experience a big transactional cost savings reduction by paying one bill versus hundreds.
- Technology Advances - NAPA IBS also works to reduce transactional time and cost by integrating our exclusive IBS HUB point of sale system with existing fleet and warehousing software systems. By integrating with a fleets existing software platform,

we help them leverage a major investment they have made in their fleet software and fully utilize the billing, reconciliation, work orders, and reporting available in their software. Most importantly, it ensures that all parts and supplies used in the shop get billed to a proper work order – allowing our customers the auditability of what they do in their fleet operations. NAPA seamlessly integrates with dozens of the most popular systems on the market (including Assetworks – Fleet Focus, FA, M5, Faster, RTA, Dossier, Chevin).

- Shop Productivity Improvement – NAPA IBS on-site store handles the day-to-day productivity killers (parts management, paperwork, cores, defects, warranties, new part returns). A very important part of our service is providing regular reporting of on-demand fill rates. Between inventory management, customized min-max services and our nationwide vendor network, NAPA IBS builds a transparent, auditable inventory plan with our customers that builds in specific KPI's and benchmarks for on-time parts delivery to the technicians. Our goal with this is to eliminate the expensive downtime in a shop spent waiting for parts delivery in the traditional parts procurement system. Our goal is to help the government/educational customer by keeping technicians turning wrenches through having the proper inventory on hand and taking the ball on parts pickup and service to ensure the shop gets their parts on time – by dealing with hundreds of vendors.

Within the scope of these services, we are able to source, manage and provide a vast array of product categories from our internal and external supply chains to be a single-source supplier for Sourcewell customers. Some of the products we regularly supply include:

- OE & Aftermarket Automotive Parts
- Light, Medium & Heavy Duty Truck Parts
- Off-Road & Construction Equipment
- Marine Parts & Equipment
- Transit-Specific Parts
- Agriculture Parts
- Tires
- Fluids & Chemicals
- Shop Supplies
- MRO Products
- Chains
- Tools & Equipment
- Lifts & Jacks
- Vehicles
- Hydraulics
- Janitorial Supplies
- Office Products
- Paint
- and more...

We offer such a breadth of sourced and internal NAPA goods to provide our government customers a perfect mix of OE and aftermarket options. Our role is to provide fleets with options that allow them to select the products they want that meet their quality, warranty, price and availability criteria, regardless of brand. The choice is theirs.

While we work with more than 4,000 manufacturers and distributors, we have included a sample line card of the top sourced suppliers as well as NAPA-branded light, medium and heavy duty products in the supplemental uploads section.

61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Potential list of subcategory services/solutions NAPA IBS can provide under the services outlined in this RFP:</p> <ul style="list-style-type: none"> • Vendor managed fleet parts management services – aftermarket, OE parts, tires, related supplies, paint, tools and equipment • Vendor managed facilities Maintenance, Repair, and Operating (MRO) warehouse management services - including building materials, industrial materials, school supplies, office supplies • Repair and diagnostic tools and equipment for fleet operations • MRO replacement supplies for facilities, schools, non-profits, housing authorities, transit agencies • IT services for fleet and MRO facilities – including warehouse enterprise software integration, consulting, fleet software integration, data management • Parts and MRO supplies using vending machine solutions –based on customer need • Off-site inventory vendor managed services – manned and unmanned • Parts and warehouse staffing services • Inventory management analysis • Exclusive online parts ordering via NAPA ProLink, customized punchouts or software integrations • Fleet metrics reporting • Public Works/Water Management Supplies • Building & Construction Supplies & Materials • Supply Chain Services
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Fleet Related *	Facility Related *	Comments
62	Vendor Managed Inventory solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Other than what has been presented – we feel that the biggest added value we bring to this solicitation is our network of suppliers, customers, contracts and people. Today, we staff over 400 IBS fleet operations with well over 1,100 dedicated vendor managed on-site staff in our US operations. Our track record of driving cost out of fleet-related and warehousing operations stems through four main avenues: inventory management, staffing, transaction cost reduction and shop productivity. We are unique in that we have over 400 unique sites in the US where today NAPA IBS owns and maintains over \$175 million in parts inventory for hundreds of thousands of fleet vehicles.</p> <p>NAPA IBS specializes in Vendor Managed Inventory services (VMI).</p> <p>Customized Inventory Management Services</p> <ul style="list-style-type: none"> • Complete inventory analysis of parts, supplies, tires, chemicals, fluids and much more • Obsolete inventory reduction planning and dispersal services

- State-of-the-art barcoding of all inventory regardless of vendor
- Electronic min/max establishment and regular review to ensure specific fill rates

Transaction Cost Reduction

- NAPA IBS deals with hundreds of vendors and the customer only receives one monthly statement for parts
- IBS can assist with reduction of paperwork through monthly invoice reconciliation services
- The goal: Delivering streamlined paperwork and reduction of effort for accounting/billing

Technician Training – NAPA IBS Exclusive

- NAPA exclusive: Online technician skills assessment
- NAPA Training exclusive: Over 200 online tech training modules
- NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes
- ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification

Fleet Software Integration – NAPA IBS Exclusive

- Seamless integration of customer's fleet management system with our IBS HUB inventory management system
- This is full-scale integration, not just a data dump
- Our staff insures all requested and billed parts are on work orders
- Full-time national IT support for IBS operations – including customized IT solutions

Contract Compliance Reporting – NAPA US IBS Exclusive

- Customer Summary Report – daily overview of parts operation efficiency.
- Daily Status Report – work orders fulfilled, unfulfilled and pending.
- Parts on Order/Unit Status Report – gives fleet manager view of all pending parts on order relative to specific pieces of equipment, including ETAs.

			<ul style="list-style-type: none"> • Daily Transaction Report – detailed data of each part requests including ordering technician, unit number, work order number, part description, quantity ordered/billed and more. • Vehicle Out of Service Report – shows number and percentage of fleet units current down waiting for parts. • Fill Rate Report – SKU-specific actual fill rates per contract KPIs. • Cost Comparison Detail Report – SKU-level daily report showing last paid cost versus previous cost. <p>We are best-in-class on the training of our people and our customers and pride ourselves in transparency and driving results for fleet and maintenance repair operations.</p>
63	Logistics Management Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No <p>In addition to our core function of sourcing and managing Sourcewell customer inventory, we provide a long list of logistics services that make their overall fleet operations run more effectively. What this does is creates a menu of service options for each customer that allows them to customize exactly what we do for them so we know their needs are met. The following are several examples, but not an all-encompassing list, of store and warehouse logistics we manage in the IBS program:</p> <ul style="list-style-type: none"> • IBS HUB – our proprietary inventory and order management system controls all aspects of analyzing inventory status, placing and tracking orders and deliveries, managing pricing and more so the parts operation is predictable for the customer and runs efficiently. • Barcoding – NAPA IBS barcodes and location codes every item in the parts room, whether NAPA product or sourced product, so we can tell the customer exactly what is on the shelf, where it is, and can get it to them quickly when needed. • Cores/Warranty>Returns Tracking – We track all core and warranty eligible items in IBS HUB as soon as they are issued to the customer. This way, when a

product is returned to the parts room, we can identify what the appropriate way to process it is. We also handle all claims with the manufacturers/suppliers for the customer.

- Delivery Tracking – IBS HUB provides reporting that shows all orders that have been placed, when they are scheduled to arrive, and what units and work orders are waiting on these parts. This helps the customer know when their units will be back in service and eliminates time spent trying to track down orders.

- Off-Site Inventory Management – NAPA IBS can manage remote and/or consignment inventories. Unmanned location inventory is managed, replenished and billed through our IBS HUB system. The technology reduces the required headcount to run a customer's parts operation, saving them dollars.

- JOEI/NAPA Express – These proprietary sourcing systems allow our IBS store personnel access to our nationwide distribution network to find the parts they need easily. We are also tied into our outside suppliers' inventories so NAPA and non-NAPA parts can be acquired in the best way possible every time.

- Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts.

- Vending Solutions – when requested by a customer, we have the ability to implement vending machine solutions that give them access to parts after hours or at unstaffed locations.

- JDE & MIO – NAPA

				<p>IBS employs digital warehousing solutions, when beneficial to a fleet operation, through JD Edwards and Manhattan IO platforms.</p> <ul style="list-style-type: none"> • Shuttle System – NAPA IBS uses innovative shuttle systems to streamline parts supply to our customers by utilizing routes that strategically connect our distribution centers, retail stores and IBS shops. • NAPA AutoCare Centers - NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work.
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Table 15: Industry Specific Questions

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

Line Item	Question	Response *
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64	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>The following items are specific, trackable metrics that, if awarded this contract, we will use to measure our success in growing our Sourcewell footprint through the IBS program:</p> <ol style="list-style-type: none"> 1. Contract Renewals: The ability to renew our existing 50+ Sourcewell IBS contracts through the term of the new contract means customers are happy with the program and partnership we have built and guarantees future revenue for NAPA and Sourcewell. 2. Existing IBS Contract Conversion: We make a concerted effort to promote the Sourcewell contract to our existing standalone customers as a way to continue their service with us without having to issue an RFP. Converting non-cooperative contracts to Sourcewell is a great way to grow our success. 3. New Sourcewell Contracts: Acquiring new government fleet customers through the implementation of the Sourcewell IBS contract is the most impactful way to grow NAPA's and Sourcewell's business simultaneously. 4. Customer Satisfaction Surveys: Every quarter, our local management teams meet with every IBS customer to discuss key wins, opportunities for improvement, and the state of the relationships. Following each of these reviews, the customer submits a satisfaction score that is tracked by NAPA Headquarters. The scores our Sourcewell customers give us are a strong indicator of our ability to deliver on the promise of what we offer.
65	Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating Entity utilizing your services.	<p>As part of taking over the stockroom NAPA IBS understands the desire of Sourcewell members for NAPA to purchase the existing inventory that is currently on hand at the Sourcewell members location. NAPA's financial requirements can allow, upon review and approval, for NAPA to purchase inventory from a Sourcewell member that is in new, sellable condition, fits the current fleet and has verified issuance history in the most recent 12-month period immediately before the purchase. In addition to the sales justification inventory purchase standard NAPA is also required to complete a full wall to wall inventory to validate the purchase.</p> <p>Another option, if preferred by the customer, is for NAPA to manage existing parts room inventory for Sourcewell members utilizing NAPA's inventory management systems and issuing the inventory at \$0.00 to Sourcewell members until the inventory is depleted and replaced with NAPA owned and managed inventory.</p> <p>At the conclusion of a contract - defined as termination, expiration, or non-renewal of the contract -NAPA shall require the Sourcewell member to purchase all non-NAPA branded inventory owned by NAPA and located in the on-site store(s) at NAPA's most recent acquisition cost. Additionally, the Sourcewell member shall have the option to purchase all NAPA branded inventory, owned by NAPA and located in the on-site store(s) at NAPA's current jobber net acquisition cost. This will help any Sourcewell member in their transition period if they choose to separate from NAPA.</p>
66	Describe how inventory owned by a Participating Entity is managed.	<p>As mentioned in Question #65, NAPA has the ability to enter customer-owned inventory into our inventory management system and manage it for them. When requested by a technician, we can then issue the parts to them at a cost of \$0.00. This allows the customer to still realize the benefits of our inventory management best practices, technology and reporting, without having to conduct a financial transaction on either end of the process.</p> <p>In this system, their inventory would gradually be depleted as requested and would generally be replenished as NAPA IBS-owned inventory after that. Customers often ask us to show them regular status updates on their inventory position and depletion and managing it this way allows us to easily provide them with that information. Certain items, however, such as rare-use parts, critical spares or customer rebuilds, may be replenished and billed to the customer upon receipt but still managed by NAPA in the same way as described above.</p>
67	Describe your ability to integrate fleet software into your inventory management program.	<p>NAPA IBS offers exclusive fleet software integration capabilities for on-site and off-site vendor managed services. We also offer more in-depth integration capabilities within our IBS operations where customers may wish to have their current fleet software system integrate with our NAPA IBS point of sale system. This allows electronic transfer of work order parts orders, consolidated billing, data transfer, reporting, and down vehicle reporting to be integrated within our electronic point of sale system, improving shop productivity and ensuring all parts get placed on work orders and are billed correctly. Some of these integrations also allow for invoice reconciliation to happen electronically, dramatically improving productivity time for fleet and accounting departments.</p> <p>NAPA IBS is the only vendor submitting a response to this RFP with the full capability to provide these types of integrations. Others claim to integrate technologies but only offer a mass data dump at the end of each day. What we offer Sourcewell members means real-time data and reporting available to them on demand, a true view of where their shop or facility stands at any moment, and a</p>

customizable experience for their users that ensures their operational needs are met.

Successful examples of NAPA IBS integrations to third-party fleet and facilities software systems include Assetworks FA and M5, Faster, RTA, Dossier, Chevin, and many more.

In Gwinnett County, Ga., an IBS customer for more than 10 years that adopted the Sourcewell IBS contract in 2020, their fleet management division utilizes AssetWorks software as the driver behind its entire fleet operation. NAPA worked with the County to build a custom integration between our IBS HUB system and their AssetWorks interface to create a more efficient way of doing this and the results were immediate. The County has reduced approximately eight to 10 man hours per day by reducing redundant parts keying and work order reconciliation, saving them valuable time and real dollars. Previously, a daily reconciliation report took four or more hours to compile and review, but today it has been automated and can be audited in under five minutes.

NAPA IBS also 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, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.

Developing and managing this important technology requires time, financial investment and considerable manpower, so NAPA has invested heavily in a dedicated IT team that can support our operations and our customers throughout the life of our contract:

Donna Wright Walsh	Director, IT & Integrations
Jim Welch	Sr. Business Analyst
Kevin Osborn	Sr. Analyst
Tom Simcox	Product Specialist
Rob Thierry	Product Specialist
Richard Gomez	Product Specialist
Nick Giometti	Developer
Demetrios Papacharalampos	Developer
Nandini Chavan	Developer
Nivedhetha Seshadri	Developer

This team is responsible for supporting our customers in the following areas and more:

- Leading and managing end-to-end integrations for NAPA IBS customers.
- Integrating eCommerce platforms such as Ariba, Coupa, Jaeggar, AConnex, WHI, etc.
- Implementing many eCommerce formats such as:
 - o cXml
 - o EDI ANS x.12
 - o .csv
 - o .pdf
 - o email
- Implementing a multitude of eCommerce transactions such as:
 - o Electronic Orders from customer to NAPA
 - o Electronic Acknowledgements to Customers
 - o Electronic Invoices to Customers
 - o Electronic Payment/Remittance from customer to NAPA
- Integrating Fleet Management Software platforms with NAPA's IBS HUB for IBS customers.

In addition to direct integrations, we also offer unique specialized technology and internet tools that are built into the IBS system, including:

PULSE – Market Inventory Classification System – This tool is used by NAPA to list most vehicles in a fleet and find/stock all applicable replacement parts. This tool will aid NAPA in maintaining the right mix of inventory for our customers.

ProLink Connectivity – NAPA can provide any PC located in our customers facility access to NAPA ProLink. This is an internet-based tool to check inventory levels, costs, etc. on parts stocked in the Full-Service Shop and Self-Service Shop (www.napaprolink.com).

FleetCross – Medium/Heavy Duty OE/Aftermarket E- Catalogs – NAPA can provide our customers facility with access to FleetCross on the web (www.fleetcross.com). NAPA will utilize its contract with FleetCross to provide IBS stores customized parts and service referencing systems for many OE vehicles, equipment, and parts.

<p>68</p>	<p>Describe your reporting and data analysis capabilities and the frequency with which it is provided.</p>	<p>NAPA IBS delivers on-demand, daily, weekly, monthly, quarterly and annual reporting across many metrics for our customers. With the vast amount of data we have nationwide, we also have the capability to deliver ad hoc category-specific reporting. With the diverse array of fleets we handle in our 400+ IBS sites, we have unparalleled access to specific data that can be used to improve cost and efficiency within a government agency. We accomplish this through our exclusive IBS HUB system, which networks all of our company-owned sites nationwide.</p> <p>IBS HUB also allows real-time KPI tracking on certain contract performance metrics with IBS fleet operations: parts fill rates, daily service metrics, inventory special order tracking, down vehicle reporting, inventory readiness, and parts cost comparison reporting. This is exclusive to NAPA IBS company operations and our customers have found it an invaluable technology tool for contract tracking, metric reporting and cost savings tracking. Independent IBS operations have access to a Microsoft Access based program that delivers similar fleet metrics.</p> <p>A sample of the IBS HUB reporting available is included in our supplemental document upload for Warranty & Performance Standards Table: Question #42.</p>
<p>69</p>	<p>Describe any emergency response services and support included in your proposal.</p>	<p>In the event that a disaster or emergency strikes a Sourcewell customer location, our local management teams are prepared to meet the challenges associated with this type of situation and have lived through them with your members over the history of the IBS program. The following are a few examples of real emergency situations we have handled recently:</p> <p>Hurricane Laura – Louisiana</p> <ul style="list-style-type: none"> • Category 4 storm in August 2020 that destroyed all local merchant channels, including area NAPA stores, across a large geography. • Large utility fleet and IBS customer designated as first responder and tasked with restoring the local electric utility infrastructure after the storm. • Parts/equipment support needed for thousands of dispatched employees. • NAPA provided personnel support within 24 hours, sourced from our surrounding distribution centers and stores that were still operational. • Within 48 hours, NAPA had implemented tractor trailers as mobile parts and supplies vehicles that provided on-site support throughout the impacted area. • NAPA remained involved on-site with our IBS customer to support their efforts until the restoration of the local infrastructure was completed. <p>COVID-19 Pandemic – Atlanta, GA</p> <ul style="list-style-type: none"> • Global pandemic arising in the US in Spring 2020 and continuing today. • Several IBS customers in the area are government fleets and Sourcewell users designated as first responders and needing emergency backup staffing and parts support while maintaining operational safety. • Fleet and safety/PPE products were sourced and available for use by all first responders and all on-site personnel safety measures were strictly followed. • K-12 school district customers were shut down completely, leaving staff at potential risk of unemployment. NAPA IBS redistributed their talent to working operations in our retail and IBS network and provided consulting for fleets on how to retain their staff in other functions. <p>COVID-19 Pandemic – Ventura, CA</p> <ul style="list-style-type: none"> • PPE supplies unavailable throughout the state during initial spread in March 2020. • NAPA IBS sourced supplies from outside sources for the City of Ventura, a Sourcewell member customer, including 110 gallons of hand sanitizer and disinfectant. • At the City, 95 percent of all parts requests are supplied within 24 hours of request, and 85 percent are issued on demand. <p>In all emergency cases, it is our job to provide backup or increased staffing, after-hours support and on-demand distribution for governments across the US and Canada. Early on in the COVID-19 pandemic NAPA was identified as an essential business in support of first responders and emergency operations and it has been our brick-and-mortar distribution infrastructure that has allowed us to serve them as well as we have.</p> <p>When an emergency hits, we stock up on the products that we know our customers will need, whether tires, snow removal equipment, light bulbs, PPE supplies or anything else, so they won't run out when it matters most. Also, because of our national footprint and distribution foundation, we can promise that no individual emergency will take away our ability to support Sourcewell members. We always have the capability to source from somewhere else if any particular location is affected.</p> <p>While we will always respect and defer to the customer's emergency policies, GPC has a detailed Emergency Plan in place that establishes procedures to mitigate the effects of a disaster in an effective and efficient manner. Our staff is fully trained and have experience serving our customers, managing media and training others in the</p>

		<p>following cases and more:</p> <ul style="list-style-type: none"> • Flooding • Hurricanes • Fires • HAZMATs • Power Outages • Snow/Ice • Tornado • Pandemic Outbreak <p>Upon opening a new IBS location, our management team will work with our customers to define the critical processes and the minimum staffing levels required to maintain the business operation for a period of weeks following a disaster situation. We will ensure our initiatives are in line with current customer procedures and that they will protect both our and the customer's employees and facilities.</p> <p>In the case of an after-hours emergency that requires additional parts service at an IBS location, we have flexible options for how to manage the situation to accommodate the customer's needs in the best way possible. Some options that we have found to be efficient and successful are below, but we will work with the customer to arrange a plan that fits their protocol and desires.</p> <ul style="list-style-type: none"> • For large enough government operations, our IBS Site Managers, Area Managers and Project Managers will be available "on call" to assist on-site in an emergency situation where parts service is required. In this situation, all transactions would be approached as normal. • In some cases, we will arrange for a parts allotment to be available to customer staff outside of our parts room operating hours based on proven models in other IBS locations. The IBS Manager will then reconcile the inventory each morning. <p>In any case, it is important to know that our team will be fully trained in our procedures and the customer's and that IBS will always be there to support their fleet in any situation. Additionally, all of our distribution centers and stores stock up on emergency equipment and supplies from NAPA, our other subsidiaries and outside vendors, during high risk periods to make sure we have the customer's needs covered.</p> <p>In addition to the physical needs of a shop during emergency situations, we also have data security practices in place to protect our information and our customers' in the case of instances where data could be affected. We have existing Sourcewell IBS customers who have gone through hurricanes, power outages and more and our data has always been secured and maintained through our backup servers located in Atlanta and Dallas.</p>
70	<p>Describe any training, consultative, and administrative or technical support services that you offer related to your Vendor Managed Inventory or Logistics Management services.</p>	<p>We are dedicated to helping productivity in the shop through shop training, IT support and other consulting efforts. NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge of operating their fleets.</p> <p>Technician Training - NAPA IBS Exclusive</p> <ul style="list-style-type: none"> • NAPA exclusive: Online technician skills assessment • NAPA Training exclusive: Over 200 online tech training modules • NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes • ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification <p>Technology & Innovation Support</p> <ul style="list-style-type: none"> • Dedicated NAPA IBS Integrations Team • Local Operational Success Managers • Shop technology consulting • Fast support on all technology issues <p>Stockroom Optimization & Construction</p> <ul style="list-style-type: none"> • Stockroom schematics and layout consulting • Shelving and storage provisions • Construction project facilitation • Location expansions and consolidations

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Question #9 - Genuine Parts Company 2019 Annual Report.pdf - Wednesday October 28, 2020 09:31:24
 - [Marketing Plan/Samples](#) - Marketing Plan Questions #32 & #33 - IBS Website, Print Materials, Digital Promo Samples.pdf - Wednesday October 28, 2020 10:31:26
 - [WMBE/MBE/SBE or Related Certificates](#) - Value-Added Attributes Questions #36 & #39- Training Course Lists, Corporate Sustainability.pdf - Wednesday October 28, 2020 11:19:58
 - [Warranty Information](#) - Question #42 & #68 - IBS HUB Reporting.pdf - Wednesday October 28, 2020 10:55:25
 - [Pricing](#) - Question #49 - Sourcewell Member Contract, Sample Operating Statements, 9074 Pricing Profile.pdf - Wednesday November 04, 2020 09:52:16
 - [Additional Document](#) - Additional Upload - Questions #21, #26, & #60 - Reference Letters, Business Review Sample, Product Line Cards.pdf - Wednesday October 28, 2020 14:52:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jett Kuntz, Vice President, NAPA Fleet & IBS, Genuine Parts Company / NAPA Integrated Business Solutions

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_VMI_Logistics_MGMT_RFP_110520 Tue October 27 2020 03:58 PM	<input checked="" type="checkbox"/>	1
Addendum 5_VMI_Logistics_MGMT_RFP_110520 Wed October 21 2020 02:03 PM	<input checked="" type="checkbox"/>	1
Addendum 4_VMI_Logistics_MGMT_RFP_110520 Mon October 19 2020 01:11 PM	<input checked="" type="checkbox"/>	2
Addendum 3_VMI_Logistics_MGMT_RFP_110520 Thu October 8 2020 01:01 PM	<input checked="" type="checkbox"/>	1
Addendum 2_VMI_Logistics_MGMT_RFP_110520 Mon September 28 2020 03:21 PM	<input checked="" type="checkbox"/>	2
Addendum 1_VMI_Logistics_MGMT_RFP_110520 Thu September 24 2020 10:16 AM	<input checked="" type="checkbox"/>	3

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GENUINE PARTS COMPANY DBA NAPA INTEGRATED BUSINESS SOLUTIONS**

**EXHIBIT B
Scope of Work**

For onsite automotive and heavy equipment parts management operation for the Fleet Maintenance Facility, to secure and stock adequate parts inventory for fleet related assets, maintaining onsite personnel to facilitate equipment repairs - per Integrated Supply Agreement.

The sole use of this contract is exclusive to Fleet Management. No part shall be issued without a properly executed parts work order.

EXHIBIT B

INTEGRATED SUPPLY AGREEMENT BY AND BETWEEN GENUINE PARTS COMPANY AND THE CITY OF GLENDALE

THIS INTEGRATED SUPPLY AGREEMENT (this “Agreement”) is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) (“NAPA”), and **THE CITY OF GLENDALE**, an Arizona municipal corporation, (“CUSTOMER”), to be effective as of the ____ day of June, 2024 (the “Effective Date”).

W I T N E S S E T H

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, “Sourcewell”), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, “Sourcewell Contract”), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, “Member”), CUSTOMER and its related entities (hereinafter, “User Agencies”) are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER’s locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the “Inventory” or “Products”) to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA (“On Site Store”) and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark “NAPA” which is wholly owned by NAPA.
- (c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark “NAPA” with respect to which NAPA maintains no ownership interest.
- (d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA’s current gold price as set forth on NAPA’s Confidential Jobber Cost and Suggested Resales price list.

2. **CUSTOMER’S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER’S following location(s):

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to

Sourcewell Contract

extend this Agreement past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. DUTIES AND RESPONSIBILITIES OF NAPA. NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. DUTIES AND RESPONSIBILITIES OF CUSTOMER. CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves

the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER'S Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER'S parts or other inventory with NAPA'S parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative. CUSTOMER hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice CUSTOMER for any such loss of or damage to the Inventory and/or other personal property located in the On Site Store(s), and CUSTOMER shall pay such invoiced amount to NAPA in accordance with the payment terms set forth in Section 7 below.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA'S employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. PAYMENT TERMS/PRICING. NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from

NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target eight percent (8%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

- (a) **Product Price.** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "**NAPA Product Price**," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "**Non-NAPA Product Price**," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

- (b) **Operational Expenses.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer

employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at an 8% markup (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost multiplied by 1.08) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER's price would be $\$1.00 \times 1.08 = \1.08
Non-NAPA Product Price	Billed to CUSTOMER at an 8% markup (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost multiplied by 1.08) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be $\$1.00 \times 1.08 = \1.08
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	8% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a markup of eight percent (8%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 7 shall be set at \$_____ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** _____

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER

will be billed an additional charge for any such purchases so as to yield NAPA an eight percent (8%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER shall maintain during the term of this Agreement workers' compensation insurance for its employees and general liability insurance covering its property. NAPA acknowledges that CUSTOMER may elect to self-insure such obligations.

(b) NAPA shall maintain during the term of this Agreement workers' compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

9. NO LIENS. CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. 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 CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 13, 14, 15, 16, and 22 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 17 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

18. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

19. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

20. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

21. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

22. LIMITATION OF LIABILITY. WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

23. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

24. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Arizona.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

26. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

27. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

28. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name:
Title:

CITY OF GLENDALE

By: _____
Name: _____
Title: _____

EXHIBIT A
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein and hereby agrees to release and discharge Assignor from any further obligation or liability under the Integrated Supply Agreement and to look solely to Assignee as the responsible party under the Integrated Supply Agreement for all liabilities or obligations arising from and after the effective date of this assignment.

The parties hereto agree that the assignment as set forth herein shall be effective as of 12:01 a.m. on _____.

[Signatures appear on following page]

IN WITNESS WHEREOF, the undersigned have set their hands this ____ day
of ____, 20__.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

____ [JOBBER]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Agreed and acknowledged:

____ [CUSTOMER]

By: _____
Name: _____
Its: _____

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.

EXHIBIT C

SOURCEWELL CONTRACT

See attached.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GENUINE PARTS COMPANY DBA NAPA INTEGRATED BUSINESS SOLUTIONS**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be paid within 30 days of submission of its invoices to City at the rates attached hereto.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$5,754,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

For onsite automotive and heavy equipment parts management operation for the Fleet Maintenance Facility, to secure and stock adequate parts inventory for fleet related assets, maintaining onsite personnel to facilitate equipment repairs, per attached Pricing Plan Summary.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at an 8% <u>markup</u> (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost multiplied by 1.08) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is \$1.00. CUSTOMER's price would be $\\$1.00 \times 1.08 = \\1.08
Non-NAPA Product Price	Billed to CUSTOMER at an 8% <u>markup</u> (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost multiplied by 1.08) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is \$1.00. CUSTOMER's price would be $\\$1.00 \times 1.08 = \\1.08
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	8% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.