

## Section Three, Part A – General Terms and Conditions of Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

### 1. RECITALS

**A.** CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

**B.** Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

**C.** To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

**D.** Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

**E.** Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

**F.** Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

**G.** CCOG issued this request for proposal ("RFP") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

**H.** CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## 2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. **The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term.**"
- 2.5. **Formation of Contract**
- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
- b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party.

Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.

- c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
- d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.
- e. **Order of Precedence.**
  - (1) General terms and conditions
  - (2) Specifications and scope of work
  - (3) Attachments and exhibits
  - (4) Documents referenced or included in the solicitation

## 2.6. **Confidentiality.**

- a. **Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the "**Disclosing Party**") to which a Party(ies) (the "**Receiving Party**") may become privy during the Term of this Master Agreement (collectively, the "**Information**") constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties' Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties' Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party's employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. **Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party

on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party's expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

**2.7. Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

**2.8. Notice & Opportunity to Defend; Limitations & Thresholds.**

- a. Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.
- b. Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

**2.9. Winning Supplier Insurance.** During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within



ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

**2.10. Termination Rights.** The Parties shall have the termination rights set forth below.

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.
- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

**2.11. Effects of Termination.** Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

**2.12. Audit of Winning Supplier.** CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**2.13. Force Majeure.** This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master

Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

**2.14. Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications, including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

**a. Addresses for Notices.** Written notices for the Winning Supplier will be sent to the mailing address provided the Winning Suppliers proposal.

i. If to **CCOG**:

The Cooperative Council of  
Governments, Inc.  
Attn: Board President  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139  
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.  
Attn: Eric Merkle, SVP  
5550 Granite Parkway, Suite  
298  
Plano, Texas 75024

**2.15. Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

**2.16. Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's

fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**2.17. No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

**2.18. Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**2.19. Nondiscrimination & Intimidation.**

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- b. Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c. Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.

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# PROPOSAL FORM CHECKLIST

## The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

### TECHNICAL PROPOSAL

- ☒ Proposal Form 1: Technical Proposal

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☐ Proposal Form 2: Cost Proposal

### OTHER REQUIRED PROPOSAL FORMS:

- ☒ Proposal Form 3: Diversity Vendor Certification Participation
- ☒ Proposal Form 4: Certifications and Licenses
- ☒ Proposal Form 5: Unresolved Findings for Recovery
- ☒ Proposal Form 6: Mandatory Disclosures
- ☒ Proposal Form 7: Dealer, Reseller, and Distributor Authorization
- ☒ Proposal Form 8: Mandatory Supplier & Proposal Certifications
- ☒ Proposal Form 9: Clean Air Act & Clean Water Act
- ☒ Proposal Form 10: Debarment Notice
- ☒ Proposal Form 11: Lobbying Certification
- ☒ Proposal Form 12: Contractor Certification Requirements
- ☒ Proposal Form 13: Boycott Certification
- ☒ Proposal Form 14 Federal Funds Certification Forms
- ☒ Proposal Form 15: Arizona Contractor Requirements
- ☒ Proposal Form 16: Ownership Disclosure Form
- ☒ Proposal Form 17: Non-Collusion Affidavit
- ☒ Proposal Form 18: Affirmative Action Affidavit
- ☒ Proposal Form 19: C. 271 Political Contribution Disclosure Form
- ☒ Proposal Form 20: Stockholder Disclosure Certification
- ☒ Proposal Form 21: General Terms and Conditions Acceptance Form
- ☒ Proposal Form 22: Equalis Group Administration Agreement Declaration
- ☒ Proposal Form 23: Master Agreement Signature Form

## PROPOSAL FORM 1: TECHNICAL PROPOSAL

### 1. OVERVIEW & QUALIFICATIONS

#### 1.1. Company Information

1.1.1. Company Name:	Elliott Auto Supply Co Inc.								
1.1.2. Corporate Street Address:	1380 Corporate Center Curve Suite 200, Eagan, MN 55121								
1.1.3. Remittance Address:	BIN 139107 POB 9107 Minneapolis, MN 55480-9107.								
1.1.4. Main Telephone Number:	651-405-4100								
1.1.5. Website:	www.factorymotorparts.com								
1.1.6. <b>Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Elliott Auto Supply Co. Inc. dba Factory Motor Parts has been conducting business as a privately held family owned corporation since 1945.								
1.1.7. <b>Legal Structure.</b> Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.	<input checked="" type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure. <input type="checkbox"/> Partnership – provide the State of registration and the names of all partners. <input type="checkbox"/> Sole Proprietorship – provide the State of registration and the name and title of the principal. <input type="checkbox"/> Joint Venture – provide the State of registration and the names and titles of all principals. <input type="checkbox"/> Other – provide detailed description of corporate structure and ownership.								
	Minnesota								
1.1.8. Federal Tax ID# or Social Security #:	Bidder Tax ID#41-0639421								
1.1.9. <b>Primary Point of Contact.</b> Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	<table border="1"> <tr> <td>Contact Name:</td> <td>Dana Carney</td> </tr> <tr> <td>Title:</td> <td>Fleet Sales and Ops Manager</td> </tr> <tr> <td>Phone:</td> <td>720-251-1776</td> </tr> <tr> <td>E-Mail Address:</td> <td>d.carney@fmpco.com</td> </tr> </table>	Contact Name:	Dana Carney	Title:	Fleet Sales and Ops Manager	Phone:	720-251-1776	E-Mail Address:	d.carney@fmpco.com
Contact Name:	Dana Carney								
Title:	Fleet Sales and Ops Manager								
Phone:	720-251-1776								
E-Mail Address:	d.carney@fmpco.com								
1.1.10. <b>Authorized Representative.</b> Print or type the name of the Bidder representative	<table border="1"> <tr> <td>Contact Name:</td> <td>Dana Carney</td> </tr> </table>	Contact Name:	Dana Carney						
Contact Name:	Dana Carney								



<p>authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).</p>	Title:	Fleet Sales and Ops Manager
	Phone:	720-251-1776
	E-Mail Address:	d.carney@fmpco.com
<b>1.2. Financial Strength &amp; Legal Considerations</b>		
<p><b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade Secret" per the terms outlined in the RFP.</p>	<p>Due to Factory Motor Parts being a privately held corporation, please contact Rick Lonson, CEO for financial information. r.lonson@fmpco.com</p>	
<p><b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.</p>	<p>None</p>	
<p><b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.</p>	<p>Factory Motor Parts is not involved or has not been involved in any litigation regarding contracts and agreements.</p>	
<b>1.3. Industry Qualifications</b>		
<p><b>1.3.1. Company Identification.</b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>Factory Motor Parts is a wholesale distributor.</p>	
<p><b>1.3.2. Manufacturer Authorization.</b> If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor, dealer, or reseller on behalf of the manufacturer of the product(s) proposed in this RFP.</p>	<p>Please see attached</p>	
<p><b>1.3.3. Network Relationship.</b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products &amp; Services proposed in this RFP. If</p>	<p>NA</p>	



applicable, is your network independent or company owned?	
<b>1.3.4. Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?	Factory Motor Parts has supplied automotive repair parts since 1945 with a dedicated team for our Fleet Focus for over 20+ years. Factory Motor Parts government fleet business represents 1% of the total business revenue.
<b>1.3.5. Geographic Reach.</b> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	A company the size and scope of Factory Motor Parts with over 160 distribution and customer service center locations throughout the United States is not often found to be a family-owned privately held corporation. Factory Motor Parts can service and supply the needed repair parts for all states with a 2-3-day time frame, with many of the entities being serviced, on demand/local same day delivery. Factory Motor Parts will not be able to service the State of Hawaii.
<b>1.3.6. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?  <b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses</u></b> .	Factory Motor Parts does not hold any diversity certifications
<b>1.3.7. Awards.</b> Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.	Factory Motor Parts has won a variety of awards from the manufacturers and business partners.
<b>1.4. Industry Qualifications</b>	
<b>1.4.1. Public Sector Cooperative Contracts.</b> What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have	Sourcewell: 12-2020 to 12-2024 plus extensions \$5.4M NASPO: 10-2021 to 10-24 plus extensions \$12M State of Arizona: 4-2021 to 4-2026 \$4.4M



in place to provide products & services defined in this RFP? For each contract, when was the contract established, what is the expiration date, and how much annual revenue does your company generate through the contract(s) in each of the last three (3) calendar years?	State of Utah: 6-2021 to 5-2026 \$1.5M State of Oregon: 8-2015 to 11-2025 \$500K State of Massachusetts: 5-2015 to 5-2022 \$3.3M
<b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	Factory Motor Part's last year revenue to educational institutions was \$16M, a total of 20% of Fleet 2021 Sales. This volume was affected by the pandemic and schools being closed for the majority of 2021 school year.
<b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	Factory Motor Part's last year revenue to the local government sector was \$64M, which is 80% of the total 2021 Fleet Sales. This too was affected by the pandemic.
<p><b>1.4.4. Public Sector Strategic Growth Plan.</b> Describe your company's three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company's total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company's total annual revenue is generated by sales to local governments and educational institutions?</p> <p><b>NOTE:</b> For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</p>	<p>Factory Motor Parts has a dedicated fleet team of professional account representatives, fleet team management, and corporate support to grow this area of revenue. Factory Motor Parts has created flyers to advertise the cooperative contracts, and participate in National, Regional, and Local expo shows. The FMP sales team has been trained on all of the fleet solutions that FMP has to offer to government entities.</p> <p>2019-\$78M 2020-\$67M 2021-\$80M 1% of the total corporate revenue.</p>
<b>1.4.5. Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those	<p>Sacramento Municipal Utility District: Jimmy Hartt 916-732-7160 <a href="mailto:jimmy.hartt@smud.gov">jimmy.hartt@smud.gov</a> FMP has provided and delivered both OEM and Aftermarket parts to SMUD to keep their fleet on the street for 20+ years.</p> <p>Orange County: Alex Nocon 714-955-0188</p>



<p>defined in this RFP in the last three (3) years. Each reference should include:</p> <ol style="list-style-type: none"> <li>Customer contact person and their title, telephone number, and email address;</li> <li>A brief description of the products and services provided by your company;</li> <li>Customer relationship starting and ending dates; and,</li> <li>Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ol>	<p><a href="mailto:Alex.nocon@ocpw.ocgov.com">Alex.nocon@ocpw.ocgov.com</a></p> <p>FMP has provided and delivered both OEM and Aftermarket repair parts to several of the Orange Count Public Works fleet maintenance shops since 2014.</p> <p>City of Long Beach: Paul Solis 562-570-5421 <a href="mailto:Paul.solis@longbeach.gov">Paul.solis@longbeach.gov</a></p> <p>FMP has provided and delivered both OEM and Aftermarket repair parts to the City of Long Beach since 2013.</p> <p>City of Westminster: Joe Murzynsky 303-658-2511 <a href="mailto:jmurzyns@cityofwestminster.us">jmurzyns@cityofwestminster.us</a></p> <p>FMP staffs and manages the City of Westminster's parts room. FMP has been the dedicated business partner with the City since 2012 plus been a dedicated supplier since 1998.</p> <p>Adams County: Jeff Bowman 720-523-6303 <a href="mailto:jb Bowman@adcogov.org">jb Bowman@adcogov.org</a></p> <p>FMP staffs and manages Adam's County's parts room. FMP has been the dedicated business partner with the County since 2014.</p>
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## 2. Products & Services

### 2.1. PRODUCTS & SERVICES

**2.1.1. Product & Services Description(s).** Provide a detailed description of the products and services you are offering as a part of your proposal.

**IMPORTANT.** This description along with the products and services included in the **Attachment B – Cost Proposal** will be utilized to define the overall products and services available under a resulting contract.

Factory Motor Parts provides tailored parts solutions to many of the largest government and commercial fleets in North America. By providing fleet access to "Best Practices", FMP and our staff of Trained Fleet Specialist can help ensure peak efficiency. Our fleet specialists are trained to help find the best solution for the entities needs:

- On Demand Delivery (Where Available)- Stocking just the preventative maintenance parts that are constantly used or needed immediately. Then rely on FMP robust inventories and delivery for all other needs.
- Parts Room Supply-Use FMP to help effectively supply and manage parts room inventory, keeping the inventory fresh and effective



	<ul style="list-style-type: none"> <li>On-Site Supply Solutions-FMP will help evaluate whether an onsite supply solution of inventory and/or personnel may be the right solution for a parts room operation</li> </ul> <p>Factory Motor Parts understands that the entities primary objective is keeping the fleet on the street. Our customers tell us quality parts are critical, and quality parts provide true value by reducing comebacks and the overall cost per mile of operating their fleet. Additionally, the reassurance of installing the quality part that the vehicle manufacturer designed can help avoid potential liability.</p> <p>Factory Motor Parts offering from ACDelco and Motorcraft provide fleets with the best fit, performance and function available. As an alternative to these O.E. Brands, FMP also offers aftermarket brands from the leading manufacturers in the industry. All FMP suppliers are carefully evaluated and selected based on stringent quality and performance criteria.</p>
<p><b>2.1.2. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>Factory Motor Parts has sourcing and reciprocity relationships with many other suppliers throughout the US allowing our professional counter staff access to other supplier's parts availability as well as sourcing relationships to outsource third party products.</p>
<p><b>2.1.3. Differentiators.</b> Describe what differentiates your company's products and services from your competitors.</p>	<p>A clear point of differentiation between Factory Motor Parts and other suppliers that may submit a proposal is when fleet management requires an original equipment ACDelco or Motorcraft part, the source for these parts is typically Factory Motor Parts. When other suppliers need to fulfil such a request, they will typically source this part from a Ford or GM dealer. In many cases, the car dealer purchased this item from Factory Motor Parts. The result of these steps for fleet management are the cost of the mark-up from</p>

	<p>the car dealer to the other supplier before it is supplied to the customer. When the item is purchased directly from Factory Motor Parts, the additional steps and additional cost of distribution is lower, resulting in considerable and sustainable cost savings for these parts to the end user.</p> <p>Factory Motor Parts also takes pride in offering to government entities and custom fleet solutions because FMP understands that each entity has different needs.</p>
<p><b>2.1.4. <i>Manufacturing.</i></b> If best identified as a manufacturer, describe your manufacturing process and any advantages it offers over your competitors. Your response may include, but is not limited to, facility locations, explanation of the materials used during various manufacturing processes, a description of the inspection &amp; quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>	NA
<p><b>2.1.5. <i>Warranty.</i></b> Provide a copy of the manufacturer's warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <b><u>Attachment B – Cost Proposal</u></b>.</p>	<p>All manufactures' products carried by Factory Motor Parts carry a standard warranty to be free of defects in materials or workmanship and as well guarantee accepted trade standards of quality, fitness for the intended uses and conformance to the promises or specifications. As well, all products shall be warranted from one year from the date that the product has been installed by the entity on the intended vehicle or piece of equipment as has been requested by the entity. Many manufacturer products carry a longer warranty period or additional features including lifetime warranty and free replacement on certain products as</p>



	well as roadside assistance in the event of a product failure and labor reimbursement.
<b>2.2. Additional Services</b>	
<b>2.2.1. Turnkey Capabilities.</b> Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response may include, but is not limited to, site assessment, equipment consultations & recommendation, installation, inspection, and maintenance.	<p>Since 2011, Factory Motor Parts has created personalized onsite solutions for government entities, mining facilities, utility companies, used car and new car dealerships. The Factory Motor Parts strategy of personalized solutions created for our business partners versus an “program in a box” onsite offerings designed by other suppliers has led us to great success with the growth of these types of solutions. To date, each of the onsite operations we’ve launched since the City of Westminster in 2011 is still in place.</p> <p>Factory Motor Parts with a team of dedicated fleet specialist has grown the fleet business year over year with the addition of several new accounts along with listening to our business partner’s needs and creating solutions for our existing accounts. Factory Motor Parts has not experienced any loss within the past two years of any government clients.</p>
<b>2.2.2. Installation or Set-up.</b> Is installation or set-up available to Members as a part of your proposal?	NO
<b>2.2.3. Installers.</b> If you responded Yes to the previous question, is the installation service performed by a company owned installation team or one of your dealers or resellers?	NA
<b>2.2.4. Qualifications.</b> Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.	NA

**2.2.5. Training.** If yes, provide a description of the training services offered. **Note:** *Training services are not limited to those provided to the members but can also extend to the training you provide you dealers, distributors, and resellers.*

Factory Motor Parts facilitates training for technicians and parts personnel, both critically important areas of responsibility to ensure the right parts are identified and installed on the vehicle. Training is done at a centralized location or performed onsite at the maintenance facility for classes dedicated to the fleet. Technical hands-on courses are taught by ASE-Certified instructors and are designed to Continuing Automotive Service Education (CASE) standards.

Training classes range in duration, length and the way the training is provided to the technician, classes can be less than an hour or up to an entire day of training. Our training partners provide a "Blended Learning" approach to training, which combines a variety of proven training delivery methods to ensure the maximum learning benefit for the service professional. In addition to traditional instructor-led business and technical training courses & seminars, a wide selection of web-based courses is also available. Web-based courses offer the latest available business & technical updates right at your fingertips. This blended learning approach offers on line courses 24/7 which allow participants to complete the courses at their own pace and on their own schedule. In addition, they also precisely dovetail into the hands-on course offerings that are the "Gold Standard" of industry training. Because the web-based courses teach the course fundamentals, the instructor-led seminars and courses are shorter thus minimizing time away from the work environment.



	With the introduction of Virtual Classroom Training (VCT) courses in 2010, ACDelco offers the benefit of live instructor expertise coupled with the convenience of internet accessibility.
<b>2.2.6. Maintenance Services.</b> If yes, provide a description of the maintenance services included in your proposal.	NA
<b>2.3. Value Add</b>	
<b>2.3.1. Additional Offering.</b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.	<p>Factory Motor Parts listens to the needs of our business partners and we create individualized programs understanding that the needs of fleets differ from each other. Government fleets are more complexed with the mixture of heavy equipment, emergency vehicles, and light duty vehicles. The importance of keeping the fleet on the street is the fleet manager's main responsibility. Factory Motor Parts programs derive substantial savings with the following but not all-inclusive list.</p> <ul style="list-style-type: none"> <li>• Factory Motor Parts national sourcing relationships with OEM and quality aftermarket parts manufacturer's</li> <li>• Factory Motor Parts largest supply chain partner of GM and Ford.</li> <li>• Factory Motor Parts strategic sourcing process on OEM parts, specialty equipment parts and supplies.</li> <li>• Efficient inventory management and elimination of Inventory Investment</li> <li>• Elimination of inventory obsolescence risk</li> <li>• Enhanced technician productivity due to enhanced inventory availability and readiness.</li> <li>• Better use of technician time due to elimination of technician involvement in finding, identifying and procuring needed parts.</li> </ul>

	<ul style="list-style-type: none"> <li>• Reductions in vehicle downtime through enhanced parts availability and inventory readiness</li> <li>• Reduced administrative expenses of issuing purchase orders to multiple vendors</li> <li>• Reduced administrative expenses of reconciling invoices with multiple vendors and issuing payments</li> <li>• Factory Motor Parts fleet customer best practice concepts and continuous improvement processes</li> <li>• Efficient and productive staffing levels of experienced parts personnel</li> <li>• Elimination of any parts room staffing, payroll and benefits expense</li> </ul>
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### 3. Business Operations

<b>3.1.1. Logistics</b>	
<b>3.1.2. Distribution Capabilities.</b> Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.	Factory Motor Parts operations run a Hub/Spoke Model in 10 regions. With over 2 million square feet of distribution center space, the Hub locations replenish the spoke locations up to several times daily. The Hub as well as the Spoke locations will be servicing the entities.
<b>3.1.3. Distribution Centers.</b> Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.	Factory Motor Parts has over 160 distribution centers arranging from hub locations to spoke locations. Please see attached location list. Factory Motor Parts is not retail, being wholesale our dedication is to our business partners.
<b>3.1.4. Supply Chain.</b> Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.	Factory Motor Parts will utilize UPS to make ground shipments
<b>3.1.5. Fill Rates.</b> Provide fill rates and average delivery timeframes met by specific distribution centers.	The current Factory Motor Part scorecard for fill rate is 98.6%. Delivery time frames vary per geographical area.
<b>3.1.6. On Time Delivery Rate.</b> Provide your average on-time delivery rate.	The current Factory Motor Part scorecard for on-time delivery is 93%.
<b>3.1.7. Expedited Orders.</b> Describe your approach to handling emergency orders and/or service. Your description may include, but is	Emergency orders have top priority and handled the best way to promptly service the entity.



not limited to, response time, breadth of service coverage, and service level.	
<b>3.2. Customer Service</b>	
<b>3.2.1. Customer Service Department.</b> Describe your company's customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.	Factory Motor Parts hires and trains professional customer service representatives which are staffed at each of our regions either in the hub locations or spoke locations. Knowledgeable customer service representatives are available from 7:30 am to 5:30 pm.
<b>3.2.2. Complaint Resolution.</b> Describe your customer complaint resolution process. Describe how unresolved complaints are handled.	Factory Motor Parts complaint resolution process is getting the customer's complaint resolved in a timely manner. The FMP account representative team have the authority to handle and solve many complaints. Any unresolved complaints, will be brought to corporate management attention and resolved.
<b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b>	
<b>3.3.1. Authorized Distributors, Agents, Dealers, or Resellers.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.  <b>NOTE:</b> Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.	Factory Motor Parts will be the signal point of sale for this contract.
<b>3.3.2. Customer Set Up.</b> Once an Equalis Group Member decides to accept your company's proposal for products and services as described in this RFP, what is the process for the Member to become a customer?	Being a government entity wishing to utilize a cooperative agreement, Factory Motor Parts has created a simplified form asking bill to, ship to, and contact info. This form will then be emailed to one contact at FMP. An account is typically opened same-next day of the request.



3.3.3. <b>Order Process.</b> Describe your company's proposal development and order submission process.	Factory Motor Parts accepts the following order methods: electronic, facsimile, US mail, over the counter, online, and telephone.
3.3.4. <b>Invoice Process.</b> Describe your company's invoicing process.	As Factory Motor Parts owns the source code to our systems, we employ a number of computer programmers within our organization that can program the needed invoice information that has been requested by any entity. At a minimum the invoice will contain the state's contract number, purchase order number, the entities billing code, entities name, delivery address, product(s) description, manufacturer's product(s) number, quantities, price per unit and extended price, date ordered, date delivered, a listing of any backorders or returns, any discounts that apply to the order, totals for the order, and any mutually agreed upon requirements the State may later deem necessary. FMP understands and agrees that other participating entities may have their own invoicing requirements.
3.3.5. <b>Payment.</b> What are your standard payment terms? What methods of payment do your company accept?	Government entities standard payment term is 30 days. Payments can be made online, mailed to our remittance address, or ACH.
3.3.6. <b>Financing.</b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	NO.
<b>3.4. Sustainability, Reclamation, and Recycling Initiatives</b>	
3.4.1. <b>Sustainable Company Initiatives.</b> Describe the ways in which your company is addressing the issue of sustainability.	Factory Motor Parts has a recycling program of both paper and cardboard, and has combined the deliveries/shipping by servicing area to reduce the amount of fuel consumption.
<b>4. PRICING</b>	
<b>4.1. Cost Proposal</b>	
4.1.1. <b>Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.	Factory Motor Parts offers a discount from list pricing from stocking manufacturers.
4.1.2. <b>Auditable.</b> Describe how the proposed pricing model is able to be audited by public	Factory Motor Parts invoices contain list pricing and discounts for contract compliance.



sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	
<b>4.1.3. Price Change Process.</b> Provide a description of your process for price changes.	Factory Motor Parts proposes to hold the discounts firm for the entire contract time.
<b>4.1.4. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Bidder's cost proposal.	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
	Click or tap here to enter text.
<b>4.1.5. Additional Savings.</b> Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.	Factory Motor Parts proposes the lowest pricing so there will be no volume discounts or rebates.
<b>4.1.6. Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.	Factory Motor Parts will only charge the cost of freight onto invoices that does not meet the required minimum purchase of \$250.00
<b>4.1.7. Pricing Open Market or Sourced Goods.</b> Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a percentage" or you supply a quote for each such request. <p><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5 – Pricing</b>.</p>	Factory Motor Parts customer service representatives will supply a quote for all sourced goods.
<b>4.1.8. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b><u>NOT</u></b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection.	The Factory Motor Parts On-Site Solution would have different pricing than the proposed pricing.



Identify any parties that impose such costs and their relationship to the Bidder.	
<b>5. GO-TO-MARKET STRATEGY</b>	
<b>5.1. Bidder Organizational Structure &amp; Staffing of Relationship</b>	
<p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol> <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Executive Contact-Tony Picarello Contract Manager-Dana Carney Sales Leader-Nathan Ruland Reporting Contact-Dana Carney Marketing Contact-Dana Carney</p>
<p><b>5.1.2. Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Factory Motor Parts has a sales staff team of over 500 personnel, each region consists of one or more Regional Sales Managers, and a Senior Director who is responsible for the entire regions sales and operations. .</p>
<b>5.2. Contract Implementation Strategy &amp; Expectations</b>	
<p><b>5.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?</p>	<p>Factory Motor Parts knows and understands that winning this contract will not guarantee any sales, however it will open new doors and allow our customers another solution.</p>
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>The Factory Motor Parts professional fleet account representatives are all assigned geographical areas within their region. The professional fleet account representatives will be trained on the benefits of the Equalis Group Master Agreement and will share this knowledge with the Equalis Members in their territories within the first 90 days of contract award. This contract will be intended to gain new business and retain/grow current business.</p>
<p><b>5.2.3. Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when</p>	<p>The Factory Motor Parts team will be equally incentivized to leverage the Equalis Group Master Agreement.</p>



compared to their typical compensation structure?	
5.2.4. <b>Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?	The objectives: Year one- train sales team and customer service team, begin marketing the awarded contract to Equalis Group Members. Year two through five-Gain new business, retain new business, and increase the On-Site solution business by a minimum of 4 a year.
<b>6. ADMIN FEE &amp; REPORTING</b>	
<b>6.1. Bidder Organizational Structure &amp; Staffing of Relationship</b>	
6.1.1. <b>Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is <b>two percent (2%)</b> based on the terms disclosed in the <b>Attachment A – Model Administration Agreement.</b>	<input type="checkbox"/> <b>Agree</b> to proposed Administrative Fee <input checked="" type="checkbox"/> <b>Negotiate</b> Administrative Fee. Provide additional information below if you opt to negotiate.
	Negotiate a 1% admin fee to match other coop contracts
6.1.2. <b>Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 <sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.	Factory Motor Parts will meet the reporting requirements.
6.1.3. <b>Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.	The contract is auditing automatically every quarter when the quarterly reports are created.

## PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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### PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

**Diversity Vendor Certification Participation** - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE:

List certifying agency: [Click or tap here to enter text.](#)

☐ Yes ☒ No

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")**

Respondent certifies that this firm is a SBE or DBE:

List certifying agency: [Click or tap here to enter text.](#)

☐ Yes ☒ No

c. **Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE:

List certifying agency: [Click or tap here to enter text.](#)

☐ Yes ☒ No

d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB:

List certifying agency: [Click or tap here to enter text.](#)

☐ Yes ☒ No

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone:

List certifying agency: [Click or tap here to enter text.](#)

☐ Yes ☒ No

f. **Other**

Respondent certifies that this firm is a recognized diversity certificate holder:

List certifying agency: [Click or tap here to enter text.](#)

☐ Yes ☒ No

## PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

Provide a copy of all current licenses, registrations and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations, or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

[Click or tap here to enter text.](#)

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## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes  
☒ No

## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Factory Motor Parts has not been in any formal claims or breach of contract.

### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Factory Motor Parts has not had any adverse regulatory or adverse governmental action on any of the contracts awarded to Factory Motor Parts.

## PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☐ Yes

☒ No

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.



## PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Dana Carney, hereby certify and affirm that Factory Motor Parts, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Dana Carney, hereby certify and affirm that Factory Motor Parts, follows all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Dana Carney, hereby certify and affirm that Factory Motor Parts, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**

I, Dana Carney, hereby certify and affirm that Factory Motor Parts either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Dana Carney, hereby affirm that this proposal accurately represents the capabilities and qualifications of Factory Motor Parts, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

## PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized  
signature:

Dana Carney

Printed Name:

Dana Carney

Company Name:

Factory Motor Parts

Mailing Address:

1380 Corporate Center Curve Ste  
200 Eagan MN 55121

Email Address:

d.carney@fmpc.com

Job Title:

Fleet Sales and Operations Manager



## PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Respondents Name:

Factory Motor Parts

Mailing Address:

1380 Corporate Center Curve Ste 200  
Eagan MN 55121

Signature



Title of Signatory:

Fleet Sales and Operations Manager

## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by **Section 1352, Title 31, U.S. Code**. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature

:

Date:

Dana Carney  
3/9/2022



## PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

### 1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

### 2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature

:

Date:

Danae Carney  
3-9-2022



### **PROPOSAL FORM 13: BOYCOTT CERTIFICATION**

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? \_dkc  
(Initials of Authorized Representative)

## PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify bidder's agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### **1. Supplier Partner Violation or Breach of Contract Terms**

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? ☐ [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

### **2. Termination for Cause or Convenience**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this



procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? \_dkc  
(Initials of Authorized Representative)

### **3. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? \_dkc  
(Initials of Authorized Representative)

### **4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 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 Supplier Partner 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.

Does Bidder agree? \_dkc  
(Initials of Authorized Representative)



## **5. *Contract Work Hours and Safety Standards Act***

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 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.

Does Bidder agree?   dkc    
(Initials of Authorized Representative)

## **6. *Right to Inventions Made Under a Contract or Agreement***

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 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 or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree?   dkc    
(Initials of Authorized Representative)

## **7. *Clean Air Act and Federal Water Pollution Control Act***

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree?   dkc    
(Initials of Authorized Representative)



## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? \_dkc  
(Initials of Authorized Representative)

## **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not 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 USC 1352. Each tier must also 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. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? \_dkc  
(Initials of Authorized Representative)

## **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$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.

Does Bidder agree? \_ dkc

(Initials of Authorized Representative)

#### **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? \_ dkc

(Initials of Authorized Representative)

#### **12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? \_ dkc

(Initials of Authorized Representative)

#### **13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



Does Bidder agree? dkc [Click or tap here to enter text.](#)  
(Initials of Authorized Representative)

**14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? dkc  
(Initials of Authorized Representative)

**15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? na  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized  
signature:

Dana Carney

Printed Name: Dana Carney  
Company Name: Factory Motor Parts  
Mailing Address: 1380 Corporate Center Curve Ste 200 Eagan MN 55121  
Job Title: Fleet Sales and Operations Manager



## **PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS**

### **AZ Compliance with Federal and State Requirements**

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

### **AZ compliance with workforce requirements**

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

### **AZ Contractor Employee Work Eligibility**

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state, or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

### **Registered Sex Offender Restrictions (Arizona)**

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.



**Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree?   dkc    
(Initials of Authorized Representative)

Date:   3-9-2022

## PROPOSAL FORM 16: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: FACTORY MOTOR PARTS  
Street: 1380 CORPORATE CENTER CURVE STE 200  
City, State, Zip Code: EAGAN MN 55121

**Complete as appropriate:**

I, **ELLIOTT BADZIN**, certify that I am the sole owner of **FACTORY MOTOR PARTS**, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I, Click or tap here to enter text., a partner in Click or tap here to enter text., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I, Click or tap here to enter text., an authorized representative Click or tap here to enter text., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

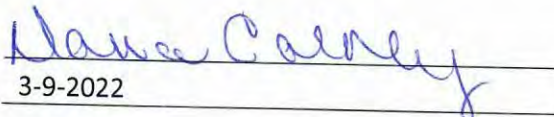
Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature

:

Date:

  
3-9-2022



# PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: FACTORY MOTOR PARTS  
Street Address: 1380 CORPORATE CENTER CURVE STE 200

City, State Zip: EAGAN, MN 55121

State of ~~New Jersey~~ NEVADA

County of CLARK

I, DANA CARNEY of the LAS VEGAS in the County of CLARK, State of NV of full age, being duly sworn according to law on my oath depose and say that:

I am the FLEET SALES AND OPERATIONS MANAGER of the firm of FACTORY MOTOR PARTS the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

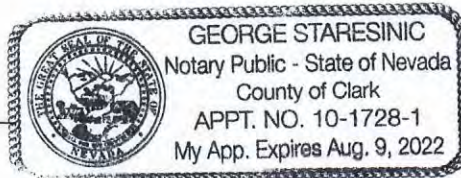
Authorized  
signature: Dana Carney  
Job Title: FLEET SALES AND OPERATIONS  
MANAGER

Subscribed and sworn before me

this 9 day of MARCH, 2022

George Staresinic

Notary Public of ~~New Jersey~~ NEVADA  
My commission expires 08/09, 2022



SEAL

## PROPOSAL FORM 18: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: FACTORY MOTOR PARTS  
Street Address: 1380 Corporate Center Curve Ste 200  
City, State, Zip Code: Eagan, MN 55121

### **Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

### **Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

### **Suppliers must submit with proposal:**

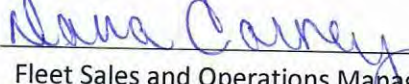
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

### **Public Work – Over \$50,000 Total Project Cost:**

☒ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature:   
Title of Signatory: Fleet Sales and Operations Manager  
Date: 3-9-2022

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

### **PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:



The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



## PROPOSAL FORM 19: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FROM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html). They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity, and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

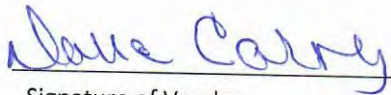
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

**Part I – Vendor Information**

Vendor Name:	FACTORY MOTOR PARTS		
Address:	1380 CORPORATE CENTER CURVE		
City:	EAGAN	State:	MN Zip: 55121

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature of Vendor

DANA CARNEY

Printed Name

FLEET SALES AND  
OPERATIONS MGR

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NA			\$

☐ Check here if the information is continued on subsequent page(s)



## Continuation Page

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	\$Amount

Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

☐ Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

## PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

### Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

### Check the box that represents the type of business organization:

- ☐ Partnership
- ☒ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

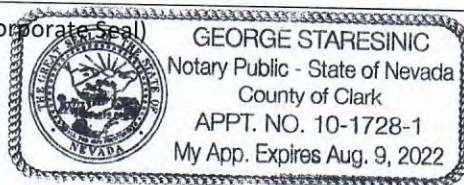
Stockholders: STATE OF NEVADA County of CLARK

Name: NA PRIVATE CORPORATION	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Subscribed and sworn before me this <u>9</u> day of <u>MARCH</u>, <u>2022</u></div><div style="width: 45%; text-align: center;"><u>Dana Carney</u> (Affiant)</div></div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"><div style="width: 45%;">(Notary Public) <u>George Shaw</u></div><div style="width: 45%; text-align: center;"><u>Dana Carney, Fleet Mgr</u> (Print name &amp; title of affiant)</div></div>	



My Commission expires: 08/09/2022

(Corporate Seal)



## PROPOSAL FORM 21: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

- ☒ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

NA

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*



## PROPOSAL FORM 22: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

*Attachment A - Administration Agreement included in Section Three of this solicitation is for reference only.*

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Equalis Group Administrative Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.


Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

- ☒ Bidder agrees to all terms and conditions outlined in the **Attachment A - Administration Agreement**.
- ☐ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and CCOG has determined the respondent met all requirements in their response and may be eligible for award.

## PROPOSAL FORM 23: MASTER AGREEMENT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

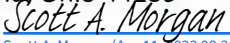
Company Name	FACTORY MOTOR PARTS
Address	1380 CORPORATE CENTER CURVE STE 200
City/State/Zip	EAGAN MN 55121
Phone Number	720-251-1776
Email Address	d.carney@fmpco.com
Printed Name	DANA CARNEY
Job Title	FLEET SALES AND OPERATIONS MANAGER
Authorized Signature	

### Initial Term of the Master Agreement

Contract Effective Date:	May 1, 2022
Contract Expiration Date:	April 30, 2026
Contract Number:	COG-2129A


(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

THE COOPERATIVE COUNCIL OF GOVERNMENTS, INC.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

By:   
Scott A. Morgan (Apr 11, 2022 08:28 EDT)  
Name: Scott A. Morgan

As: CCOG Board President  
Date: Apr 11, 2022

EQUALIS GROUP, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

By:   
Name: Eric Merkle  
SVP, Procurement &

As: Operations  
Date: Apr 11, 2022











# Agreement - Factory Motor Parts & CCOG (Master) 2022.05.01

Final Audit Report

2022-04-11

Created:	2022-04-08
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVRG9DM2h5EnUQtGDPbzg86u5bF50fsV

## "Agreement - Factory Motor Parts & CCOG (Master) 2022.05.01" History

-  Document created by David Robbins (drobbins@equalisgroup.org)  
2022-04-08 - 6:17:08 PM GMT- IP address: 23.126.70.39
-  Document emailed to Scott A. Morgan (smorgan@cuyahogalibrary.org) for signature  
2022-04-08 - 6:18:59 PM GMT
-  Email viewed by Scott A. Morgan (smorgan@cuyahogalibrary.org)  
2022-04-09 - 4:14:00 AM GMT- IP address: 104.28.55.85
-  Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)  
Signature Date: 2022-04-11 - 12:28:32 PM GMT - Time Source: server- IP address: 66.213.22.193
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature  
2022-04-11 - 12:28:36 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)  
2022-04-11 - 12:34:34 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Eric Merkle (emerkle@equalisgroup.org)  
Signature Date: 2022-04-11 - 12:34:42 PM GMT - Time Source: server- IP address: 74.135.119.85
-  Agreement completed.  
2022-04-11 - 12:34:42 PM GMT