

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.

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>	
1.1. Company Information	
1.1.1. Company Name:	Genuine Parts Company dba NAPA Auto Parts
1.1.2. Corporate Street Address:	2999 Wildwood Parkway Atlanta, GA 30339
1.1.3. Remittance Address:	2999 Wildwood Parkway Atlanta, GA 30339
1.1.4. Main Telephone Number:	678-934-5000
1.1.5. Website:	www.genpt.com
1.1.6. Formation. 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.	<p>Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of \$75,000 and had only six employees. Over the last 94 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$19 billion. With more than 93 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.</p>

<p>1.1.7. Legal Structure. Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.</p>	<p><input checked="" type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure.</p> <p><input type="checkbox"/> Partnership – provide the State of registration and the names of all partners.</p> <p><input type="checkbox"/> Sole Proprietorship – provide the State of registration and the name and title of the principal.</p> <p><input type="checkbox"/> Joint Venture – provide the State of registration and the names and titles of all principals.</p> <p><input type="checkbox"/> Other – provide detailed description of corporate structure and ownership.</p>	
	<p>"Genuine Parts Company is a publicly traded corporation listed on the NYSE under stock ticker GPC."</p>	
<p>1.1.8. Federal Tax ID# or Social Security #:</p>	<p>580254510</p>	
<p>1.1.9. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:</p>	<p>Contact Name:</p>	<p>Don Lachance</p>
	<p>Title:</p>	<p>Government Sales Manager</p>
	<p>Phone:</p>	<p>404-386-4157</p>
	<p>E-Mail Address:</p>	<p>Don_Lachance@genpt.com</p>
<p>1.1.10. Authorized Representative. Print or type the name of the Bidder representative 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>	<p>Contact Name:</p>	<p>Jett Kuntz</p>
	<p>Title:</p>	<p>VP Fleet/Government/IBS</p>
	<p>Phone:</p>	<p>770-855-2221</p>
	<p>E-Mail Address:</p>	<p>Jett_Kuntz@genpt.com</p>
<p>1.2. Financial Strength & Legal Considerations</p>		
<p>1.2.1. Financial Strength. 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 & 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>GPC Annual Report Attached. GPC has had 94 years of profitable growth and 66 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2020 Annual Report in the attached documents for this RFP. (2021 was reported to the markets in Mid-February and the 2021 report will be made available when it is releases this</p>	

	spring. Please see our Full Financial strength in our public annual report.
1.2.2. Bankruptcy & Insolvency. 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.	None- Genuine Parts Company has never petitioned for bankruptcy protection in our 94-year history.
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	NAPA is involved in various lawsuits arising from the normal course of business, but such lawsuits will not materially affect NAPA's ability to perform any duties described in this RFP. As a Fortune 200 company, NAPA is subject to various and routine litigation matters incidental to its business. It would present an undue burden on NAPA to list all litigation that NAPA has been involved in within the past 3 years. With that being said, while litigation of any type contains an element of uncertainty, NAPA believes that its defense and ultimate resolution of pending claims will continue to occur within the ordinary course of NAPA's business and that resolution of these claims will not have a material adverse effect on NAPA's business, results of operations, or financial condition. With that said, NAPA has not been involved with any litigation regarding government contracts for traditional or vendor managed contracts in the past three years.
1.3. Industry Qualifications	
1.3.1. Company Identification. How is your organization best identified? Is it a	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract

<p>manufacturer, distributor, dealer, reseller, or service provider?</p>	<p>and is authorized to act as such for the products and services proposed in this RFP.</p> <p>GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. In addition, NAPA Integrated Business Solutions (NAPA IBS) is a separate service offering that is made available through both our company-owned and independent operations. NAPA IBS is a trademarked, licensed brand exclusive to the NAPA family of stores. Through contractual assignment language, we will authorize our independent locations to perform the exact same services proposed within our response and have done so multiple times under our current contract.</p> <p>Additionally, to best serve our customers, we have a vast network of more than 1,400 outside suppliers (i.e tires, bulk fluids, consumables, OE parts, proprietary parts and MRO parts to name a few) available exclusively through our NAPA IBS network in vendor managed contracts, that we partner with to be a full service, turnkey sourcing solution for government fleets that require more product than the NAPA system alone can provide. In these cases, we act as a service provider in procuring parts and managing those vendor relationships. All functions of this work are done by GPC employees or independent store employees. Typically, we do not hire third-party employees on any contracts unless specifically asked for by a government agency. NAPA is submitting our IBS solution as an additional service to our traditional offerings as part of our RFP response. Find out more about our industry leading vendor managed inventory program at www.NAPA-IBS.com.</p>
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<p>1.3.2. Manufacturer Authorization. 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>Our business is best described as a distributor/Dealer and Retailer 2) NAPA has individual vendor contracts with all our suppliers. We could not provide written authorization for each vendor for this RFP submission. 3) Our dealer network is a combination of company owned and independently owned NAPA Auto Parts Stores. We are a distributor/Reseller for thousands of industry-leading parts Manufacturers</p>
<p>1.3.3. Network Relationship. 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 & Services proposed in this RFP. If applicable, is your network independent or company owned?</p>	<p>a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 465,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (5,000 independent and 1,000 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 5,000 independent stores will all be bound by this agreement and will be authorized to sell per our Equalis contract, should we be awarded.</p> <p>b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Equalis customers to order directly when needed to support their fleets</p>
<p>1.3.4. Industry Experience. 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?</p>	<p>Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials.</p> <p>In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for \$40,000. He then renamed the parts store Genuine Parts Company. The original GPC store</p>

	<p>had annual sales of \$75,000 and had only six employees.</p> <p>Over the last 94 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition.</p> <p>GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding \$19 billion.</p> <p>In 1994, NAPA instituted a vendor managed inventory program called NAPA Integrated Business Solutions (NAPA IBS), bringing fleet inventory management solutions to government customers across the US and Canada. Today, NAPA IBS supports more than 400 fleet garages across the public and private sectors. NAPA IBS is a leader in vendor managed services by handling significant VMI contracts for government fleets of all sizes, from large municipalities like the City of NYC, to large statewide DOT fleets like State of Georgia, to hundreds of school districts, counties, state agencies and municipalities. NAPA is a unique proposer in this RFP as we have the brick and mortar to support any way a government agency wants to do business through the Equalis co-op</p> <p>With more than 94 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.</p> <p>Genuine Parts Companies Automotive Parts Group is responsible for 50 % of our Total Business and the Government sector is approximately 5% of the Overall APG Sales annually.</p>
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<p>1.3.5. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>NAPA's 6000 stores will cover all 50 states and all areas in those states with same to next day service. We have brick and mortar presence in all 50 States and all 10 Canadian provinces – with the ability to deliver best in class services to any government agency. NAPA does not service Canada through this contract but has 600 UAP stores that can offer the same services outlined in this RFP.</p>
<p>1.3.6. Certifications and Licenses. 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?</p> <p>NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries. GPC is a Fortune 200 Company and such, not Certified as a Minority or Small Business Supplier.</p>
<p>1.3.7. Awards. 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.</p>	<p>In 2021 NAPA was Awarded the Vendor of the year Legacy Award for dedication, Growth and Service by Equalis one of our Largest and longest Partner in the Cooperative Field. The Legacy Award was given for the Parts Delivery Service and The IBS segment. In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Equalis Pioneer award at Equalis's H2O conference for his vision, commitment and drive to grow co-operative purchasing and our current contracts with Equalis. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing.</p>
<p>1.4. Industry Qualifications</p>	
<p>1.4.1. Public Sector Cooperative Contracts. What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products & services</p>	<ul style="list-style-type: none"> • Equalis-Aftermarket Parts and IBS \$175,000,000 annually+ • NASPO ValuePoint -Aftermarket Parts, Tools & Equipment- \$36,000,000+ • E&I Educational- \$550,000+

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?	<ul style="list-style-type: none"> • Texas BuyBoard - Aftermarket Parts Oils & Lubricants- \$1,000,000+ annually • PSA/Purchasing,Solutions,Alliance- \$500,000+ annually
1.4.2. Education Success. 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)?	Of our government business, approximately 12 percent of our co-op revenue are in the education market (K-12, Higher Education). This equates to \$17,000,000 of our Government Sales.
1.4.3. Government Success. 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)?	Our total Government Sales annually is approximately \$700,000,000+ in the Delivery and on site /IBS management segments. These Sales equate to 5% of our total NAPA Automotive Parts Group Sales annually.
<p>1.4.4. Public Sector Strategic Growth Plan. 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>NOTE: 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>NAPA's general Growth strategy in Public sector is to promote the contract nationally, Will be to provide a full array of direct marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Equalis member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Equalis contract holder. If awarded, Equalis contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once</p>

	<p>published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Equalis will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Equalis. In addition to training this team on selling the value of our Equalis contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.</p> <ul style="list-style-type: none"> • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Equalis prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Equalis customer case studies, Equalis benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Equalis contracts. • Video Content – we are in the process of developing specific video content that discusses Equalis opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to
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	<p>promote the Equalis contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events NAFA I&E www.NAFA.org Government Fleet Expo (GFX) www.governmentfleetexpo.com FleetCon presented by FleetPros www.FleetPros.org Regional Events Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org The overall Government revenue exceeds \$1 billion annually. See attached annual Report.</p>
<p>1.4.5. Customer References. 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 defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> a. Customer contact person and their title, telephone number, and email address; b. A brief description of the products and services provided by your company; c. Customer relationship starting and ending dates; and, d. Notes or other pertinent information relating to the customer and/or the products and services your company provided. 	<p>1)Genuine Parts Company/Customer Reference Business Name, State of Georgia Customer Reference Contact- Mary Zirock Customer Reference E-Mail Address mzirock@dot.ga.gov Customer Reference Phone Number 404-631-1218 NAPA IBS customer since November 2017 7. Total Order Amount \$6,750,000 million annually. Vendor managed inventory contract.</p> <p>2) City of Sacramento, CA. Customer Reference Contact Name: Mark Stevens, Fleet Manager. Customer Reference E-Mail Address mstevens@cityofsacramento.org Customer Reference Phone Number 916-808-5869 Order Information Order Date/Period NAPA IBS customer since 2008 Total Order Amount \$4 million annually.</p> <p>3) Equalis Customer Reference Contact Name Maureen Knight Contract administrator. Customer Reference E-Mail Maureen.Knight@Equalis-mn.gov Customer Reference Phone Number 218-831-3030 Order Date/Period Multiple orders daily with Hundreds of Government entities Total Order Amount \$36,000,000 annually with Various amounts per customers and thousands of end users. Vendor managed inventory contract</p> <p>4) State of Iowa Nancy Wheelock Purchasing Agent III Department of Administrative Services 515-725-2268 nancy.wheelock@iowa.gov \$1,000,000 annually. Traditional parts contract</p> <p>5) State of West Virginia. Customer Reference Contact Name: Mark A Atkins 304-558-2307 E-mail address Mark.a.Atkins@WV.gov Annual sales \$3,000,000. Traditional parts contract</p>

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.

Click here to enter response. NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits members in several ways. First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help members meet their diverse purchasing initiatives across the US and Canada. Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include: • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations

	<p>our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative. Furthermore, NAPA has more than 10 years of experience partnering with through multiple contracts. We have staff in all 50 states that have been fully trained on the inner workings of Equalis contracts, the benefits they provide to Equalis members, and how to executive contracts effectively to deliver the best solutions to our customers more quickly than anyone else. Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry. Our customer service process and procedure support breaks into three categories: Equalis Contract Sales Process (Pre-Contract), Equalis Contract Implementation/Project Startup Process (Post Contract), and Equalis “Live Project” Process (Continuous Improvement Process)</p> <p>**Note** All resources listed in this section are already in place and immediately available to respond to the award and commitments of an Equalis contract and subsequent contract marketing, mobilization and implementation.</p> <p><u>Equalis Contract Sales Process – Pre Contract</u></p> <p>Our NAPA IBS Vice President – Jett Kuntz – and the team of 8 dedicated Equalis IBS contract sellers are responsible for selling and promoting Equalis IBS contracts to our thousands of prospective candidates to use the Equalis contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet</p>
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	<p>management, procurement, finance, accounting and administration to build the best-in-class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team will do the hard core analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer service – so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation.</p> <p>In conjunction with our sales effort – GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact – Collin Garner – is available as an immediate resource to Equalis, our sales team, and our Equalis contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our Equalis customers because of the speed of response on contract questions and finalizations.</p> <p><u>Equalis Contract Implementation/Project Startup Process – Post Contract</u></p> <p>After a contract has been finalized – our entire IBS operations organization immediately kicks into gear as we mobilize the vendor managed on-site location. Our headquarters support team is in charge of implementing the new project and performs the following mobilization support tasks:</p> <ol style="list-style-type: none">1) Databases Equalis contract in our in-house contract managing database2) Establishes contract pricing in the new site3) Coordinates IT efforts to support on-site point of sale and any special IT initiatives4) Verifies reporting systems for Equalis contract reporting5) Initializes our in-house on-line project management tools for the field6) Reviews internal business plan proposal to ensure contract compliance
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	<p>7) Finalizes specific key performance indicators and baseline benchmarks for our customer</p> <p>Next – our local field teams that will operate the day-to-day operations are mobilized according to the launch time-line of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:</p> <p>Local mobilization teams are comprised of members of our company that execute an IBS contract site implementation that includes initial inventory of customer’s fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.</p> <p>On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent Equalis IBS contracts will be led by a team of DC General Managers/ DC Operations Managers and the local market Commercial Sales Manager for that store’s market.</p> <p>All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Selling Group team. This is a dedicated group of NAPA product managers that will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:</p> <ul style="list-style-type: none"> • Filtration/Heavy Duty Product Support • Undercar (Brakes/Chassis) Product Support
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	<ul style="list-style-type: none"> • Electrical/Underhood (Batteries, Rotating Electrical, Engine Management) Product Support • Heating and Cooling Product Support • Paint and Body Product Support • Tools and Equipment Product Support <p>A final, important part of our site mobilization team is our IT team – every market has dedicated IT members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.</p> <p><u>Equalis “Live Project” Process (Continuous Improvement Process)</u></p> <p>Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our Equalis contract customers.</p> <p>Each contract should have well-defined key performance objectives. Typical objectives include daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI’s included in our contract.</p> <p>The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The Equalis contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually these reviews are weekly in the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation.</p>
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	<p>These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.</p> <p>The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all Equalis contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the Equalis contract and subsequent business review reports produced by our local operations to ensure contract compliance.</p> <p>NAPA IBS/Genuine Parts Company has countless dedicated resources to ensure a great Equalis contract experience for Equalis members when they engage in an IBS contract.</p> <p>27. Identify your ability and willingness to provide your products and services to Equalis participating entities in the United States.</p> <p>NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Equalis participating entities in the United States.</p> <p>NAPA IBS has the unparalleled ability to provide our services to Equalis participating entities across the United States and we are already doing so today. We are currently actively under more than 50 contracts using co-ops with cities, counties, states, DOTs, K-12 and higher education institutions in the United States.</p> <p>We are able to accomplish this through our vast network of 55,000+ employees, our database of hundreds of fleet professionals that we work with every day to develop innovations and best practices, the support of NAPA headquarters to invest in programs and solutions that will benefit</p>
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	<p>our customers, and our extensive distribution infrastructure. 6,000 NAPA stores and 52 large distribution centers nationwide make it really easy to get customers what they need, whether from our internal supply chain or by sourcing from supplier partners that we have spent decades building great relationships with.</p> <p>In sum, we have more than \$1 billion in NAPA inventory across our distribution network, \$175 million of which is dedicated specifically to IBS VMI parts rooms. Out of our 55,000 employees, nearly 5,000 of them have hands in the selling and operating processes that aide this contract development and execution and 1,100 of them are solely focused on NAPA IBS customers. Long story short, whatever the product is, we have the people and resources to get it.</p> <p>We have vast experience in the co-op contract space and will build a relationship with Equalis that demonstrates, year over year, our willingness to participate fully in this program. Our national sales team and local support teams are well versed in presenting the Equalis solution to existing members and non-members and it is one of the first points raised when discussing simplifying VMI contract processes for governments.</p> <p>Our plan is to expand upon our success with the a fresh, new Equalis contract to grow into new business areas and solutions for many Equalis members and offer our customers an alternative in the co-op space.</p>
<p>2.1.2. Open Market Products. 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>NAPA agrees to deliver from time-to-time sourced goods within our traditional contracts and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a not-to-exceed 25 percent additional gross margin. The final price will be calculated and agreed upon between the member and the local NAPA store on a case-by-case basis. As for our NAPA IBS VMI solution, we handle millions of open market products and pricing alternatives will be outlined in our pricing section of this RFP.</p>

<p>2.1.3. Differentiators. Describe what differentiates your company's products and services from your competitors.</p>	<p>Click here to enter response. NAPA Auto Parts provides a truly unique solution in the aftermarket automotive parts supply industry that benefits members in several ways. First, the NAPA network is comprised of more than 5,000 small businesses that distribute our products nationwide. These are local, taxpaying employees who live and work in member communities and care about supporting their government agencies as much as their government cares about supporting them. Using these small businesses can help members meet their diverse purchasing initiatives across the US and Canada. Next, NAPA has access to more than 465,000 SKUs that cover not just light-duty automotive, but a plethora of other categories that cannot all be found under any other roof. Consolidating a member's supply chain saves them time and money in managing their parts operation. Some unique product and service examples include:</p> <ul style="list-style-type: none"> • Nearly 5 million SKUs of MRO and Industrial products through our sister company, Motion Industries • NAPA Filters • NAPA Heavy Duty • NAPA Undercar • NAPA Electrical Sales and Under Hood • Martin Senour Paint • Balkamp • NAPA Tools and Equipment • NAPA Brakes • NAPA Heating and Cooling • NAPA TRACS - powerful estimating, technical information and shop management solutions • IBIZ – enterprise/purchasing system integrations and technology solutions • Mitchell 1 and Mitchell On Demand services <p>Additionally, NAPA invests year over year in cutting edge technologies to help us better serve our government customers. Between online cataloging and ordering, digital fulfillment tracking at our distribution centers, reporting customization and more, we are able to use technology to optimize our supply chain and get parts to the customer faster and cheaper. We also take part in technology innovations our customers are implementing, such as the Team Georgia Marketplace. The Team Georgia Marketplace connects the procurement tools of different state agencies all through one</p>
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	<p>application to streamline the purchasing process and NAPA is a valued vendor participating in the initiative.</p> <p>NAPA's proposal covers multiple technological advances in the following:</p> <ul style="list-style-type: none"> • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. <p>NAPA can work with government agencies to provide special pricing on Mitchell On Demand:</p> <ul style="list-style-type: none"> • This is a web and PC based program that aids members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule <p>We have staff in all 50 states that have been fully trained on the inner workings of Government contracts, the benefits they provide to Equalis members, and how to executive contracts effectively to deliver the best solutions to our customers more quickly than anyone else. Finally, NAPA is the pioneer of the Integrated Business Solutions (IBS) program and exclusive industry leader in the fleet vendor managed inventory industry. Providing additional value added solutions to government fleets across the US</p>
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	<p>and Canada streamline their supply chain, including non-contract products such as OE parts, tires, bulk fluids and more, is one further step that NAPA takes to employ the best practices across the parts industry. Here are a few things that make us unique from other vendors in this space:</p> <p>NAPA IBS has several unique offerings within our contracts that provide solutions to Equalis member customers, including:</p> <p>Brick-&-Mortar Infrastructure – We have an unparalleled existing infrastructure of distribution and current VMI solutions across the US and Canada. With more than 6,000 retail stores, 52 major distribution centers, 55,000 employees and 400+ current IBS VMI operations active today, our ability to provide these services quickly, effectively and on budget is unmatched.</p> <p>Product Diversity – our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including:</p> <ul style="list-style-type: none"> • 465,000 SKUs of NAPA branded parts • 4 Million SKUs of MRO, Industrial, Office and other products through Motion Industries • Millions more through our network of 1,300+ external supplier partners <p>On-site or Off-site inventory services – While a vast majority of our IBS/VMI co-op contracts are on-site services...Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution. In these cases, we are able to manage inventories remotely through our IBS HUB consignment program. Having consignment or off-site inventory loaded into our technology allows us to monitor what has been used, what needs replenishment and what to bill the customer for. Periodic manual counts will be conducted by NAPA IBS personnel to reconcile all unmanned satellite locations and</p>
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	<p>consignment inventories. This offsite inventory management also applies to customer mobile units and service vehicles that carry emergency inventory that is not held at a specific brick-and-mortar location.</p> <p>Hub and spoke services – In some cases we have customers that have multiple sites but do not require staffing at all locations. In these cases, we can model a hub and spoke inventory management system using people, technology, bar coding and standard operating procedures to accomplish the parts management goals of our customers. The unique nature of NAPA’s brick and mortar operations – 52 master distribution centers and 6,000 retail outlets – gives us a unique footprint on the ability to source both NAPA and non-NAPA parts and supplies for our fleet customers...as well as deliver those products in an expedited manner leveraging our dedicated brick and mortar assets and logistics. This allows us to keep staffing costs in check and provide manned and unmanned services to fleets that are mobile or geographically broad in nature. The fact that we have so many brick and mortar sites and daily delivery to these sites...along with 400+ dedicated vendor managed inventory sites (NAPA IBS) allows us to give our government/education customers unparalleled service and availability.</p> <p>Virtual Inventory Exchange Warehouse (VIEW) – IBS VIEW is a module within the IBS HUB system that facilitates the exchange of inventory between IBS sites, whether within the same organization or outside of it. This reduces obsolescence, shares outside pricing levels that can help us negotiate better deals and helps find hard-to-source parts. It also integrates with UPS labeling and shipping modules to make a one-stop-shop for moving parts.</p> <p>Electronic vending machine/RFID solutions: We work with multiple suppliers of vending technology – including vending machines and RFID solutions to address specific non-manned solutions. In these cases, we build the standard operating procedures and cost/benefit analysis for customers to use this technology to decide if it is the proper fit.</p>
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	<p>MRO warehouse supply management – In addition to fleet supplies, many of our municipal customers ask us to use the same technology, staffing, and inventory tools we do in fleet-related operations. We have the capabilities and vendor relationships to add this as an added value service to our IBS operations.</p> <p>Technology Solutions – With our dedicated IBS headquarters team we also have the ability to partner with the billing, finance, and management of fleet and government/education fleet operations to work on custom integration solutions for their fleet or enterprise procurement platforms – all meant to drive transactional efficiency and cost reduction in the day to day process of ordering parts and supplies.</p> <p>Custom technician training solutions – We are dedicated to helping productivity in the shop through shop training – paced at the speed of the shop. Whether it is on-line, on-site or classroom study, NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge. www.NAPATraining.com</p> <p>Warranty Tracking – Our IBS HUB system identifies, tracks and facilitates warranty, core and return processes to make them as automated and easy for the customer as possible. Over time, we can identify common product issues and work with suppliers to resolve them without the customer having to do any work.</p> <p>Financial Investments – As a Fortune 200 organization, our parent company Genuine Parts Company has the unique ability to make financial investments in Equalis members to make sure they have the parts they need on the shelves. Other providers shy away from investing in proper inventory levels, resulting in longer wait times, expedited freight costs and low fill rates.</p>
<p>2.1.4. Manufacturing. If best identified as a manufacturer, describe your manufacturing</p>	<p>NA, NAPA does not manufacture any products.</p>

<p>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 & quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>	
<p>2.1.5. Warranty. 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 <u>Attachment B – Cost Proposal</u>.</p>	<p>All products supplied pursuant to an awarded contract are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the products supplied pursuant to an awarded contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Proposer will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law. NAPA's warranties cover all products and parts, but not all the labor. Most NAPA manufacturers will reimburse for reasonable labor costs to the extent the damage was solely attributable to a defect in the NAPA product. Each warranty is viewed on a case-by-case basis and, in some cases, labor may not apply. Each one of NAPA 's individual parts warranties is on-line at our two websites (www.napaonline.com and www.napaprolink.com), plus warranty information is provided in the original NAPA packaging.</p> <p>In our IBS VMO contracts, NPA IBS manages the warranty process to completion. Since we deal with thousands of non-NAPA providers, we</p>

	manage the recovery process for every vendor and provide recovery and reporting for all warranty transactions for our IBS customers.
2.2. Additional Services	
<p>2.2.1. Turnkey Capabilities. 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>	<p>NAPA can offer Equalis members two distinct distribution models that will help them stock the parts they need in different ways: (1) Traditional NAPA Supply Model, and (2) NAPA Integrated Business Solutions VMI Model. (1) Traditional NAPA Supply Model in the Traditional NAPA Supply Model, NAPA-branded and affiliated parts and supplies are sourced by our 52 distribution centers nationwide directly from the product manufacturers. Parts are then distributed via daily shuttles from our DCs to our 6,000 retail stores, which are comprised of 1,000 company-owned locations and 5,000 independent small businesses. When a member goes to contract with NAPA, we will determine a delivery schedule from the most nearby NAPA stores, regardless of ownership, to ensure they have the parts they need when they need them. Each servicing store delivers the required products directly to the member location on the agreed upon schedule, or on a hot-shot basis as required. We do not use any subcontractors to perform any of the work described under this proposal, unless specially ordered products require direct shipping from a manufacturer through a third-party freight provider. On occasion, our Equalis customers may require us to procure goods where they are using federal funds. Those goods will be required to be identified as such by the customer before the transaction takes place and the goods are delivered. Proper documentation of their federal requirements will need to be provided in advance to ensure that NAPA can fulfill those specific transactions. (2) NAPA Integrated Business Solutions VMI Model For members who want to experience a more full-service inventory management program, we offer NAPA Integrated Business Solutions (NAPA IBS). NAPA IBS is a customized supply chain solution that puts our own parts experts onsite within the customer's parts room in order to manage the ordering, stocking and distribution of parts and materials to customer technicians. We source inventory specific to each</p>

	<p>customer's fleet and dedicate that inventory and staff to that customer alone. Under the NAPA IBS program, we don't just limit the product options to NAPA but source from more than 1,300 OE and aftermarket vendors so the customer doesn't have to. We use the industry's best proprietary technology to anticipate inventory needs to reduce wait times, product costs and to improve shop efficiency and vehicle turn times. Furthermore, we own all of the inventory we stock until the customer needs it for a specific work order, eliminating customer investment in inventory and the risk of surplus or obsolescence. At the end of each month, we consolidate all activity and issue one parts bill, one operating statement (cost of running the parts room), and a service fee to the customer.</p> <p>Disadvantaged & Small Business Participation: NAPA understands the importance of supporting disadvantaged, minority and small business in our communities and we adopt our customers' goals and standards as our own as much as possible. Within the traditional NAPA Supply Model, we make use of our independent small and diverse business owners throughout the country to meet the needs of our customers' diverse procurement strategies, and to directly support such business with growth opportunities. In the IBS model, we can be contractually obligated to hit certain spend percentages with the same kinds of business. We have become experts at sourcing, vetting and supporting participation of DBEs and routinely hit our numbers that are mutually agreed upon on a contract-by-contract basis</p>
2.2.2. <i>Installation or Set-up.</i> Is installation or set-up available to Members as a part of your proposal?	Installation and set-up is not included in this proposal. Any special installations will be negotiated with the member at time of purchase.
2.2.3. <i>Installers.</i> 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
2.2.4. <i>Qualifications.</i> Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.	NA

<p>2.2.5. Training. If yes, provide a description of the training services offered. Note: <i>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.</i></p>	<p>Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers.</p>
<p>2.2.6. Maintenance Services. If yes, provide a description of the maintenance services included in your proposal.</p>	<p>NA</p>
<p>2.3. Value Add</p>	
<p>2.3.1. Additional Offering. 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>	<p>Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers NAPA's proposal covers multiple</p>

	<p>technological advances in the following:</p> <ul style="list-style-type: none"> • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. • NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Benter response.
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3. Business Operations

3.1.1. Logistics

3.1.2. *Distribution Capabilities.* Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.

GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide

	<p>variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 61% of the total U.S. APG sales and 22% of GPC's overall total sales. When a member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by members.</p>
<p>3.1.3. Distribution Centers. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.</p>	<p>GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to</p>

	<p>get members the products they need when they need them. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than \$1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 465,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Equalis members parts efficiently. Please see Distribution Center list attached.</p>
<p>3.1.4. Supply Chain. Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.</p>	<p>As mentioned we have more than 45,000 people dedicated to ensuring the parts Equalis customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average \$6 -\$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Equalis members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP:</p> <ul style="list-style-type: none"> • Sales Manager • District Manager • Wholesale Manager • Commercial Sales Managers • Major Account Government Sales Manager

	<p> Territory Sales Managers 3 to 5 Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores Store Sales Counter people Independent NAPA store owners, outside sales, and counter people </p> <p> In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our member partners. Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: </p> <ul style="list-style-type: none"> In-Stock Parts Ordered Delivered within 60 minutes or less Non-Stocked Parts Ordered Delivered the next day Rare or Special Parts Ordered Delivered within 2 days <p> NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types </p>
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	<p>of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each member the parts they need and the credits they are owed.</p> <p>NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 500,000 SKUs, all available on this contract. •</p> <p>Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products</p>
3.1.5. Fill Rates. Provide fill rates and average delivery timeframes met by specific distribution centers.	NAPA's Average fill rates are approximately 93% current supply chain issues Globally can affect this rate significantly.
3.1.6. On Time Delivery Rate. Provide your average on-time delivery rate.	NAPA's on-time delivery for stocked NAPA parts runs at 95%. Non-Stock items and Special orders may vary depending on Manufacturer's availability. Our NAPA IBS program has a target of 90% on-demand availability after 6+ months of operating as we learn the fleets we work with and adjust inventories accordingly.
3.1.7. Expedited Orders. Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's

	<p>manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country.</p>
3.2. Customer Service	
<p>3.2.1. Customer Service Department. 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.</p>	<p>Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punchout in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows:</p> <ul style="list-style-type: none"> • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days <p>NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified</p>

	<p>products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each member the parts they need and the credits they are owed.</p> <p>In our VMI IBS offering, the NAPA employees operate on site as an outsourced product department that work exclusively for the government Equalis customer, so they become the "customer service department" for the fleets they operate in under contract.</p>
<p>3.2.2. Complaint Resolution. Describe your customer complaint resolution process. Describe how unresolved complaints are handled.</p>	<p>Beginning with the NAPA store we have available a customer service unit that is trained in the requirements of this Contract and will have the authority to take administrative action to problems that may occur. The Contract Manager, along with local NAPA representatives, will be capable of performing these actions and assisting to answer questions or Complaints and resolve issues as needed. In case of escalated issues the Vice President of Fleet/Government will make the final decisions on resolutions.</p>
<p>3.3. Customer Set Up; Order & Invoice Processing; Payment</p>	
<p>3.3.1. Authorized Distributors, Agents, Dealers, or Resellers. 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</p>	<p>Genuine Parts Company dba NAPA Auto Parts will serve as the single point of contact and our 6000 retail stores will sell and deliver goods to the Equalis members Nationally.</p> <p>In our IBS VMI contacts, Equalis members will be able to work directly with local store management</p>

<p>made available through a network of distributors, agents, dealers, or resellers.</p> <p>NOTE: Bidders intending to authorize distributors, agents, dealers, or resellers must complete Proposal Form 6 - Dealer, Distributor and Reseller Authorization Form.</p>	<p>who oversee each individual project and will have easy access to these teams to handle everything from employee issues to inventory issues to emergency response services.</p>
<p>3.3.2. Customer Set Up. 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?</p>	<p>The Member will contact the Local NAPA store to set-up an account and have the store connect the contract pricing. The store personnel will also give the member a logon and password to NAPA-Prolink our online ordering system with live inventory and all contract prices. All communication will be with their local contact at the NAPA store. (Store location list attached)</p> <p>For our VMI IBS services... Our customer service process and procedure support breaks into three categories: Equalis Contract Sales Process (Pre-Contract), Equalis Contract Implementation/Project Startup Process (Post Contract), and Equalis "Live Project" Process (Continuous Improvement Process)</p> <p>**Note** All resources listed in this section are already in place and immediately available to respond to the award and commitments of a Equalis contract and subsequent contract marketing, mobilization and implementation.</p> <p><u>Equalis Contract Sales Process – Pre Contract</u></p> <p>Our NAPA IBS Vice President – Jett Kuntz – and the team of 10 dedicated Equalis IBS contract sellers are responsible for selling and promoting Equalis IBS contracts to our thousands of prospective candidates to use the Equalis contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet management, procurement, finance, accounting and administration to build the best-in-class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team will do</p>

	<p>the hard core analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer service – so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation.</p> <p>In conjunction with our sales effort – GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact – Collin Garner – is available as an immediate resource to Equalis, our sales team, and our Equalis contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our Equalis customers because of the speed of response on contract questions and finalizations.</p> <p><u>Equalis Contract Implementation/Project Startup Process – Post Contract</u></p> <p>After a contract has been finalized – our entire IBS operations organization immediately kicks into gear as we mobilize the vendor managed on-site location. Our headquarters support team listed in question #23 of this response is in charge of implementing the new project and performs the following mobilization support tasks:</p> <ol style="list-style-type: none"> 1) Databases Equalis contract in our in-house contract managing database 2) Establishes contract pricing in the new site 3) Coordinates IT efforts to support on-site point of sale and any special IT initiatives 4) Verifies reporting systems for Equalis contract reporting 5) Initializes our in-house on-line project management tools for the field 6) Reviews internal business plan proposal to ensure contract compliance 7) Finalizes specific key performance indicators and baseline benchmarks for our customer <p>Next – our local field teams that will operate the day-to-day operations are mobilized according to</p>
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	<p>the launch time-line of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:</p> <p>Local mobilization teams are comprise of members of our company that execute an IBS contract site implementation that includes initial inventory of customer’s fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.</p> <p>On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent Equalis IBS contracts will be led by a team of DC General Managers/ DC Operations Managers and the local market Commercial Sales Manager for that store’s market.</p> <p>All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Selling Group team. This is a dedicated group of NAPA product managers that will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:</p> <ul style="list-style-type: none"> • Filtration/Heavy Duty Product Support • Undercar (Brakes/Chassis) Product Support • Electrical/Underhood (Batteries, Rotating Electrical, Engine Management) Product Support • Heating and Cooling Product Support • Paint and Body Product Support • Tools and Equipment Product Support
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	<p>A final, important part of our site mobilization team is our IT team – every market has dedicated IT members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.</p> <p><u>Equalis “Live Project” Process (Continuous Improvement Process)</u></p> <p>Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our Equalis contract customers.</p> <p>Each contract should have well-defined key performance objectives. Typical objectives include daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI’s included in our contract.</p> <p>The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The Equalis contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually these reviews are weekly in the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation.</p> <p>These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations.. Bottom-line, the only way we deliver continuous</p>
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	<p>improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.</p> <p>The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all Equalis contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the Equalis contract and subsequent business review reports produced by our local operations to ensure contract compliance.</p> <p>NAPA IBS/Genuine Parts Company has countless dedicated resources to ensure a great Equalis contract experience for Equalis members when they engage in an IBS contract.</p>
<p>3.3.3. Order Process. Describe your company's proposal development and order submission process.</p>	<p>The order process for this proposal and contract will be determined upon the Member preference. Generally, the majority of orders placed by members will be directed at their local NAPA store. The pathway in which those orders will be received by the NAPA store would be via phone, fax, e-mail, ProLink (www.napaprolink.com), eProcurement integration (EDI or XML) or even a walk in order. Once we receive an order with the appropriate work order or P.O. number, the store is responsible for the parts delivery service requirements of the contract. To ensure contract compliance, the accounts for members are flagged at the NAPA store for transmission to NAPA Headquarters. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the member's invoices into the Equalis Major Account. This allows NAPA to report consolidated sales numbers back to Equalis on a quarterly basis. NAPA's entire dealer network is included in our response. The individual NAPA Auto Parts Store will process orders as they are fulfilled, and this will be consolidated</p>

	<p>and reported by NAPA Headquarters to Equalis quarterly. GPC in 2021 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,000 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 5,000 independently owned NAPA AUTO PARTS stores located in all 50 states.</p> <p>For our VMI IBS customers, all services will be rendered on site and the individual site will determine the level of ordering process- either via manual walk up orders to the on-site location or orders being pushed through a customer integration with the customers' existing work order system and NAPA's exclusive HUB system. Either way, every sku ordered will be tracked and assigned to a specific asset in the fleet – and will be reconciled daily for customer audit compliance.</p>
3.3.4. Invoice Process. Describe your company's invoicing process.	<p>To ensure contract compliance, Every member location receives an invoice with each delivery. The accounts for Equalis members are flagged at the NAPA store for transmission to NAPA Headquarters. Payment of these invoices will be to the servicing NAPA store. All resulting invoices from orders are captured at the NAPA Auto Parts store, and the line item detail is transmitted to NAPA Headquarters where the data is rolled up from all the member's invoices into the Equalis Major Account. This allows NAPA to report consolidated sales numbers back to Equalis on a quarterly basis. lick here to enter response.</p> <p>For our VMI IBS program, all orders are captured for 100% of all products and processed through our IBS HUB system for delivery of one detailed invoice at month end of EVERY sku ordered with specific equipment information and PO information for easy reconciliation and auditing.</p>
3.3.5. Payment. What are your standard payment terms? What methods of payment do your company accept?	<p>NAPA Auto Parts standard payment terms are Net 30 days. Traditionally NAPA accepts payments by check, cash, ACH Credit cards and P-</p>

	<p>card payments from government agencies, where applicable, and does not charge additional fees for using P-cards. We take government p-card security very seriously and are doing several things to protect agencies who elect to use this payment method. When using p-cards, members may be required to obtain tokenization authorization from the store, which verifies the ownership of the card and logs the information and approval to use it for such purchases. Without this tokenization, p-cards may not be accepted by servicing NAPA stores for traditional parts ordering business.</p> <p>For our VMI services, our standard contract terms are net 25th or both the total parts bill and operating bill expenses outlined in our pricing section. P-cards are only accepted on this program if the customer is willing to accept credit card fees. Our program offers one consolidated bill for all parts purchases – no matter the vendor and one operating bill for services rendered each month.</p>
3.3.6. <i>Financing.</i> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.	Our program does not offer financing programs for either traditional parts purchases or VMI services.
3.4. Sustainability, Reclamation, and Recycling Initiatives	
3.4.1. <i>Sustainable Company Initiatives.</i> Describe the ways in which your company is addressing the issue of sustainability.	<p>Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. RCI-Safe Solutions - our sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program</p> <ul style="list-style-type: none"> • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention

	<p>Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components.</p>
4. <u>PRICING</u>	
4.1. Cost Proposal	
<p>4.1.1. <i>Pricing Model.</i> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</p>	<p>NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Equalis members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Equalis every time an individual product increases in price. The attached Equalis 9074 Price Profile will be implemented at the store level to all members that choose to utilize the contract. This pricing will be available at all company-owned and independent NAPA stores across the US.</p> <p>Our VMI solution/IBS offering is a completely different program that involves a custom solution – no matter the size of the customer that is negotiated and outlined before going to contract. A deep dive cost proposal is attached along with our basic pricing offering in the RFP response.</p>
<p>4.1.2. <i>Auditable.</i> Describe how the proposed pricing model is able to be audited by public</p>	<p>The Members and agencies may use the NAPA Prolink electronic catalog to Audit prices at any</p>

<p>sector agencies or CCOG to assure compliance with pricing in the Master Agreement.</p>	<p>time the net price for all products on the contract will be reflected in the catalog and listed on each product. This price can be matched with the members invoice. The Monthly or Quarterly reporting will identify item prices for Verification also.</p> <p>In our VMI/IBS program, our customers have audit terms built into our customer terms and conditions agreement. They have full access tour purchase records and we are very accustomed to providing all purchases for audit purposes. In addition, since GPC is a publicly traded company, we are subject to Sarbanes Oxley corporate governance requirements and have 3rd party audit services from E&Y audit contracts, terms, pricing and all agreements annually. We have vendor arrangement sheets with all vendors that address price changes, returns and communication. All with the purpose of controlling cost of goods for our VMI customers across hundreds of vendor/suppliers.</p>
<p>4.1.3. Price Change Process. Provide a description of your process for price changes.</p>	<p>The Pricing discount will remain the same for the life of the contract. NAPA's pricing model is a product category discount model off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Equalis members. NAPA's prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Equalis every time an individual product list increases in price.</p> <p>In our VMI/IBS offering, NAPA provides quarterly pricing audits to our customers and allows our customers to determine our source of supply should a price increase come about. In many cases our customers are very satisfied with the vendor and allow the flexibility of price changes as long as they are communicated and given the chance to adjust supply chain in a 60-90 day window before price changes come about.</p>

<p>4.1.4. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<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> <p>Click or tap here to enter text.</p>
<p>4.1.5. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>Each NAPA store may give additional discounts on items that may be negotiated by large volume orders if applicable and agreed to by the member and the NAPA location. It's important to note that our pricing on the traditional mode is a not-to-exceed pricing profile, so with additional volume commitments locally, each Equalis agency may negotiate pricing below the RFP pricing profile. Location specific.</p> <p>In our VMI/IBS program, our sites leverage our national non-NAPA vendor programs on things like tires, bulk fluids, consumables/fasteners, OE parts – as well as locally negotiated vendor programs to leverage cost savings for our VMI/IBS customers. NAPA IBS also has the benefit of a global database of OE pricing to ensure our customer are getting fair pricing on a local level as we source their fleet needs.</p>
<p>4.1.6. Cost of Shipping. 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.</p>	<p>All shipping cost on Stock NAPA Items will be included with same day no charge delivery. If the Item is non-stock or special-order item the Shipping cost will be quoted to the member at time of purchase.</p> <p>In our VMI/IBS offering, the cost of freight is approved by the local fleet before being billed and is billed at cost.</p>
<p>4.1.7. Pricing Open Market or Sourced Goods. Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a</p>	<p>NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a</p>

<p>percentage" or you supply a quote for each such request.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Equalis member and the local NAPA store on a case-by-case basis.</p> <p>In our VMI/IBS pricing model, we have three pricing options for fleet flexibility on open market sourced goods. The pricing options are outlined in our pricing attachment. This has been very successful flexibility for our big VMI co-op contacts in other co-op agreements.</p>
<p>4.1.8. Total Cost of Acquisition. Identify any total cost of acquisition costs that are <u>NOT</u> 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. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Equalis members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically nonstandard line items.</p> <p>In our VMI/IBS offering all costs are outlined in our pricing submission and attachments. All costs of operating are negotiated in advance – parts price + operating costs and are delivered in a detailed format each month to ensure contact compliance.</p>
<h2>5. <u>Go-To-Market Strategy</u></h2>	
<h3>5.1. Bidder Organizational Structure & Staffing of Relationship</h3>	
<p>5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> 1. Executive Contact 2. Contract Manager 3. Sales Leader 4. Reporting Contact 5. Marketing Contact. <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>1) Jett Kuntz Vice President, NAPA Fleet & IBS (770) 855-2221 Jett_Kuntz@genpt.com Jett has been with NAPA more than 25 years in Multiple National Management roles dealing with the Public and Private sectors.</p> <p>2) Don Lachance Government Sales Manager (404)-386-4157 Don_lachance@genpt.com 7 years with NAPA Auto Parts and 25 Years of Public Sector experience with National Contract and Implementation. 3) Don Lachance Primary contact.</p> <p>4) Tim Brown Finance & Sales Tracking (678) 934-5932 Tim_Brown@genpt.com 5) Tim Crowe NAPA IBS-Reporting to Jett Kuntz VP Fleet/Government/IBS</p>
<p>5.1.2. Sales Organization. Provide a description of your sales organization, including key staff</p>	<p>Total Estimated U.S. & Canada GPC Employees 45,000 We have a national Government sales</p>

<p>members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Equalis opportunities. All in, NAPA has more than 6,500 people who have a responsibility to promote and sell the Equalis contract.</p> <p>In our VMI/IBS offering NAPA IBS has 100% coverage of the US through full-time NAPA IBS dedicated sales representatives across our 6 automotive company divisions: Our NAPA IBS United States Equalis sales force includes 16 Equalis sales execution specialists:</p> <p>Eastern Division – Terry Ryan, Lis Malysa – CT, DE, MA, ME, NH, NJ, NY, PA, RI, VT</p> <p>Mid-Atlantic Division – Josh Peters, Ron Nelson, Steve McNeal, Dan Bigham and Rich Huzi – DC, IN, KY, MD, NC, OH, PA, SC, TN, VA, WV</p> <p>Mountain Division – Hunter Beal, Vicky Donio – AK, CO, ID, MT, OK, ND, NM, SD, TX, UT, WA, WY</p> <p>Midwest Division – John Marchese, Jeremy Herring– IA, IL, KS, MI, MN, MO, NE, WI</p> <p>Southeast Division – Peter Purpura, Mark Smith – AL, AR, FL, GA, LA, MS, TN</p> <p>Western Division – Mike Picardi, Robert Sperry - AZ, CA, HI, OR, NV, WA</p> <p>In addition to our dedicated sales force in the US, we have local teams in every major market that are knowledgeable about and invested in promoting the Equalis program. Our local General Managers, District Managers, Commercial Sales Managers, Wholesale Managers and Area Managers make up another 250+ NAPA team members who are tasked with growing this contract.</p>
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	<p>Napa will be also supporting the Equalis contract amongst 4 regions across Canada. Below is an organizational breakdown that demonstrates how it will be supported in the Atlantic, Quebec, Ontario and the Western region.</p> <p>Central & East Regions – Stephanie Cooney-Mann – ON, MB, NS, PEI, NB, NF</p> <p>Quebec Region – Pierre Berthiaume - QC</p> <p>West Region - Troy Sawada – BC, AB, SK</p> <p>NAPA IBS Headquarters Equalis Contract Support – United States</p> <p>Jett Kuntz - Corporate Vice President NAPA IBS</p> <ul style="list-style-type: none"> • Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations and marketing • Senior, single point of contact for all Equalis contract questions <p>Ryan Ouellette - Director of Operations – NAPA IBS</p> <ul style="list-style-type: none"> • Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations <p>Tim Crowe – Marketing Coordinator – NAPA IBS</p> <ul style="list-style-type: none"> • Manages NAPA IBS Digital Marketing and Salesforce.com database efforts • Coordinates Digital Marketing for Equalis publicity and marketing efforts <p>Matt Chapman - IBS Inventory Control Manager</p> <ul style="list-style-type: none"> • Manages NAPA IBS national “Vendor Spend” analysis • Identifies reasonably achievable pricing cost schedules by supplier and/or industry • Identifies targets for potential national vendor buying agreements
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	<ul style="list-style-type: none"> • Coordinates non-NAPA product line database to promote national inventory and sales reporting • Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence • Provides feedback and input on IBS inventory control improvements <p>Eric Maurey – IBS Operations Manager</p> <ul style="list-style-type: none"> • Establishes and provides oversight of standardized procedures • Reviews operational initiatives for increased efficiencies • Reports to upper management on operational key performance indicators (KPIs) of our group • Establishes and reviews corporate IBS Policies and disperses them to the field • Oversees implementation of service and accountability initiatives • Equalis audit reporting reconciliation specialist <p>Collin Garner - IBS Legal Counsel</p> <ul style="list-style-type: none"> • Reviews all documents before we execute an RFP response, contract change or new agreements • Negotiates and coordinates all Equalis and IBS contract documents <p>Donna Wright-Walsh – IBS IT Director</p> <ul style="list-style-type: none"> • Maintains relationships with major fleet software providers • Oversees all software integration and IT reporting efforts • Reviews new technology issues to improve platform compatibility
5.2. Contract Implementation Strategy & Expectations	
5.2.1. <i>Contract Expectation.</i> What are your company's expectations in the event of a contract award?	Click here to enter response. Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Equalis contract

	<p>and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service S members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Equalis. The Equalis partnership will be a large part of our marketing and promotional focus over the life of the contract.</p> <p>For VMI/IBS NAPA IBS has a national team dedicated to marketing and growing our most important contracts, including everything Equalis. In addition to training this team on selling the value of our Equalis contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.</p> <ul style="list-style-type: none"> • NAPA IBS Website – public facing marketing and lead generation website that prominently displays our Equalis contract details and links to Equalis contract page. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Equalis prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Equalis customer case studies, Equalis benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials
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	<p>(powerpoint slides) that promote the benefits of implementing Equalis contracts.</p> <ul style="list-style-type: none"> • Video Content – we are in the process of developing specific video content that discusses Equalis opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Industry Events – NAPA IBS sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Equalis contract at each one where it applies.
<p>5.2.2. Five (5) Year Sales Vision & Strategy. 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>NAPA’s general strategy is to promote the contract nationally and to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Equalis member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our “regular” marketing collateral to inform that NAPA is a Equalis contract holder. If awarded, Equalis contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA</p>

	<p>Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Equalis will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted.</p> <p>NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Equalis. In addition to training this team on selling the value of our Equalis contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents.</p> <ul style="list-style-type: none"> • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Equalis prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Equalis customer case studies, Equalis benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Equalis contracts. • Video Content – we are in the process of developing specific video content that discusses Equalis opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Equalis contract at each one where it applies. Some of the most significant
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	<p>industry events we attend on a regular basis include: National Events NAFA I&E www.NAFA.org Government Fleet Expo (GFX) www.governmentfleetexpo.com FleetCon presented by FleetPros www.FleetPros.org Regional Events Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org The overall Government revenue exceeds \$1 billion annually – the opportunity to grow this contract is massive.</p>
<p>5.2.3. Sales Team Incentives. Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when compared to their typical compensation structure?</p>	<p>Yes, NAPA has a lucrative incentive program for our sales force to aggressively seek Government Business in Municipalities, Cities and County shops as well as K-12 Bus Barns and Colleges.</p> <p>Our VMI/IBS teams are compensated to help government customers meet their goals through outsourcing VMI services through co-operative agreements and are fully supportive of co-ops and what they do to help government agencies meet their sourcing and procurement goals.</p>
<p>5.2.4. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<p>Our expectations are to engage our 6,000+ company and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Members can utilize this response. Pricing will be different in terms of the currency and other variables. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Equalis. The Equalis partnership will be a large part of our marketing and promotional focus over the life of the contract.</p> <p>In our VI/IBS offering, we have experience with the slow start to introducing a new co-op program.</p>

	Coupled with Equalis having nationwide salesforce we feel like we can partner to present the solution and double the growth of the contract each year at a minimum.
6. <u>ADMIN FEE & REPORTING</u>	
6.1. Bidder Organizational Structure & Staffing of Relationship	
6.1.1. <i>Administrative Fee.</i> 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 two percent (2%) based on the terms disclosed in the <u>Attachment A – Model Administration Agreement.</u>	<input checked="" type="checkbox"/> <u>Agree</u> to proposed Administrative Fee <input type="checkbox"/> <u>Negotiate</u> Administrative Fee. Provide additional information below if you opt to negotiate. On our traditional and VMI IBS program, NAPA agrees to provide Equalis a contract fee equal to 2% of qualified NAPA branded parts purchases on a quarterly basis. Non-qualified and non-NAPA branded products do not qualify for the contract fees.
6.1.2. <i>Sales & Administrative Fee Reporting.</i> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15 th 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.	Yes NAPA will meet the monthly administrative fees requirements. U.S. Operations: NAPA will pay Equalis 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Equalis on a Monthly basis based on total qualified net sales of all registered members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Equalis within forty-five (45) days after the end of each Month.
6.1.3. <i>Self-Audit.</i> 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.	NAPA self-audits both our contract pricing to members and our sales reporting and administrative fee paid to Equalis each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by S members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales

	<p>under the contract each quarter and that NAPA remits the proper administrative fee to Equalis, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately.</p>
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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:

☐ Yes X No

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

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

Respondent certifies that this firm is a SBE or DBE:

☐ Yes X No

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

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

Respondent certifies that this firm is an DVBE:

☐ Yes X No

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

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

Respondent certifies that this firm is an HUB:

☐ Yes X No

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

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

Respondent certifies that this firm is an HUBZone:

☐ Yes X No

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

f. **Other**

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

☐ Yes X No

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

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.

GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.

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. GPC has not had any Claims for Breach Under the provisions of these products and services.

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. GPC has not been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to our company's performance of services similar to those described in this RFP.

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, Jett Kuntz, hereby certify and affirm that Genuine Parts Company dba NAPA Auto 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, Jett Kuntz, hereby certify and affirm that Genuine Parts Company dba NAPA Auto Parts, is in compliance with 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, Jett Kuntz, hereby certify and affirm that Genuine Parts Company dba NAPA Auto 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, Jett Kuntz, hereby certify and affirm that Genuine Parts Company dba NAPA Auto 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, Jett Kuntz, , hereby affirm that this proposal accurately represents the capabilities and qualifications of Genuine Parts Company dba NAPA Auto 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.

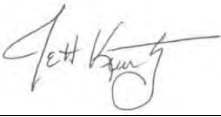
Authorized
signature:



Printed Name:	Jett Kuntz
Company Name:	Genuine Parts Company dba NAPA Auto Parts
Mailing Address:	2999 Wildwood Parkway Atlanta Ga 30339
Email Address:	Jett_Kuntz@genpt.com
Job Title:	VicePresident Fleet/Government/IBS

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:	Jett Kuntz
Mailing Address:	2999 Wildwood Parkway Atlanta Ga. 30339
Signature	
Title of Signatory:	Vice President Fleet Government/IBS

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:

2/28/2022

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.

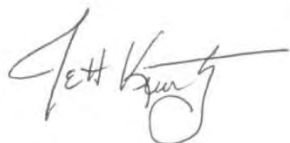
2. *Fingerprint & Criminal Background Checks*

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:

2/28/2022

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?

Yes

(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? ☒ Yes
(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.

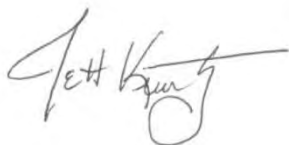


Does Bidder agree? ☒ Yes
(Initials of Authorized Representative)

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.



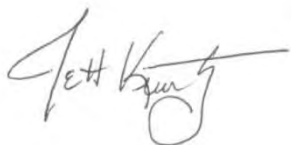
Does Bidder agree? ☒ Yes
(Initials of Authorized Representative)

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. 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.

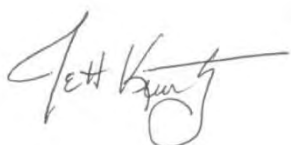
Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the 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? ☒ Yes
(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? ☒ Yes
(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? ☒ Yes
(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? ☒ Yes
(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? ☐ Yes
(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? ☐ Yes
(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? ☐ Yes
(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? ☐ Yes
(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? ☐ Yes
(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? ☒ Yes
(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? ☒ Yes
(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? ☒ Yes
(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:



Printed Name: Jett Kuntz
Company Name: Genuine Parts Company dba NAPA Auto Parts
Mailing Address: 2999 Wildwood Parkway Atlanta Ga. 30339
Job Title: V.P Fleet/Government/IBS

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? ☒ Yes
(Initials of Authorized Representative)

Date: 2/28/2022

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: Genuine Parts Company dba NAPA Auto Parts

Street: 2999 Wildwood Parkway

City, State, Zip Code: Atlanta Ga. 30339

Complete as appropriate:

I, Click or tap here to enter text. , certify that I am the sole owner of Click or tap here to enter text., 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, Jett Kuntz, an authorized representative Genuine Parts Company dba NAPA Auto Parts, 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
None		

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

Signature

:



Date:

2/28/2022

PROPOSAL FORM 17: NON-COLLUSION AFFIDAVIT

Bidder Name: Genuine Parts Company dba NAPA Auto Parts

Street Address: 2999 Wildwood Parkway

City, State Zip: Atlanta Ga. 30339

State of Georgia

County of Cobb

I, Jett Kuntz of Atlanta in the County of Cobb, State of Georgia of full age, being duly sworn according to law on my oath depose and say that:

I am the Vice President Fleet/Government/IBS of the firm of Genuine Parts Company dba NAPA Auto 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:



Job Title:

V.P Fleet/Government/IBS

Subscribed and sworn before me

this 28th day of February, 2022


Notary Public of Georgia

My commission expires Sept 13, 2022

SEAL



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

Company Name: Genuine Parts Company dba NAPA Auto Parts
Street Address: 2999 Wildwood Parkway
City, State, Zip Code: Atlanta Ga.30339

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:

Jett Kuntz

Date:

2/28/2022

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 its 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).

Signature of Procurement Agent

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/lfn_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 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:	Genuine Parts Company dba NAPA auto Parts		
Address:	2999 Wildwood Parkway		
City:	Atlanta	State: Ga.	Zip:30339

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.



Jett Kuntz

V.P Fleet/Government/IBS

Printed Name

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
None			\$

☐ 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
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
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 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.

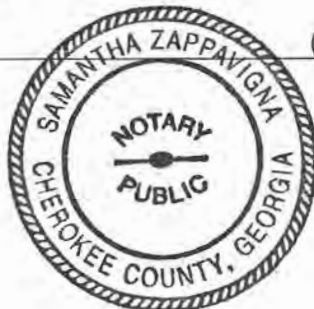
Check the box that represents the type of business organization:

- ☐ 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:

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
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%;"><p>Subscribed and sworn before me this <u>28th</u> day of <u>February</u>, 2022.</p><p>(Notary Public)</p><p>My Commission expires: <u>Sept 13, 2022</u></p></div><div style="width: 45%; text-align: center;"> _____ (Affiant) Jett Kuntz - V.P Fleet/Government/IBS _____ (Print name & title of affiant) _____ (Corporate Seal)</div></div>	



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:

Please note that all exceptions are subject to review and discussion.

Proposal Form 14 – NAPA request that following statement be included in their response to Section 13 – Domestic preferences for procurements in Proposal Form 14

While Bidder is not able to guarantee compliance with the domestic preferences for procurements in all cases, it will agree to discuss and negotiate these provisions with any participating agencies on a case-by-case basis where compliance is required.

Each participating entity subject to such requirement will notify Bidder in the event that it desires to procure parts using federal funds that must comply with the requirement, and the parties will work together in good faith to agree upon items which comply with the requirements.

Section 3, Part A, Section 2.7 (page 5) – NAPA requests that the word “negligent” be inserted before the word “actions” in third line of this section, and that NAPA’s obligations in this section exclude the negligence of CCOG, Equalis Group or its Members, administrators, employees or agents.

Section 3, Part A, Section 2.8 (page 5) – NAPA requests that the word “Losses” be defined to include the “damages, losses and expenses” noted in Section 2.7. NAPA would also be willing to review an alternative proposed definition should CCOG or Equalis Group like to propose one. NAPA also requests that the word “an” at the end of the second line in this section be replaced with the word “the”.

Section 3, Part A, Section 2.9 (pages 5-6) – NAPA requests that the phrase “and for two (2) years following expiration or termination of the Master Agreement” be removed from the first sentence of this section. NAPA also requests that the \$5MM aggregate on general liability and property insurance be replaced with \$2MM, or alternatively that NAPA be permitted to meet such limits with an umbrella/excess policy. NAPA also requests that the phrase “certificate holders” in this section be replaced with the phrase “additional insured to the extent of Winning Supplier’s indemnification obligations.” Finally, NAPA requests that the provision requiring at least thirty (30) days” notice prior to cancellation, nonrenewal and/or material modifications to NAPA’s insurance policies be replaced with an obligation to provide notice in accordance with the applicable policy terms.

Section 3, Part A, Section 2.12 (page 6) – NAPA requests that the following be added to the end of this section: “Any such audits shall also such audits be limited to once per calendar year with the scope of the audit being limited to the prior twenty-four months’ sales. Audit results shall be based upon overcharges and

undercharges being combined to determine the net impact. If an audit results in a net overcharge, NAPA will issue a check equal to the net overcharge amount; if the audit results in a net undercharge, NAPA will be entitled to receive the net undercharge amount.”

Section 3, Part A, Section 2.13 (pages 6-7) – NAPA requests that the following be added to the end of this section: “, subject to the requirements of applicable law.” (Note that NAPA has federal government customers that may have priorities under applicable law.)

(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	Genuine Parts Company dba NAPA Auto Parts
Address	2999 Wildwood Parkway
City/State/Zip	Atlanta Ga, 30339
Phone Number	770-855-2121
Email Address	Jett_kuntz@genpt.com
Printed Name	Jett Kuntz
Job Title	Vice President Fleet/Government/IBS

Authorized
Signature



Initial Term of the Master Agreement

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

(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
Scott A. Morgan (May 25, 2022 08:36 EDT)

Name: Scott A. Morgan

As: CCOG Board President

Date: May 25, 2022

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

By: Eric Merkle

Name: Eric Merkle
SVP, Procurement &

As: Operations

Date: May 25, 2022

Agreement - NAPA and CCOG (Master) - 2022.05.01

Final Audit Report

2022-05-25

Created:	2022-05-25
By:	David Robbins (drobbins@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6O19QC_DBnFZspzPjrn1hKyz8I70XAY0

"Agreement - NAPA and CCOG (Master) - 2022.05.01" History



Document created by David Robbins (drobbins@equalisgroup.org)

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Document e-signed by Scott A. Morgan (smorgan@cuyahogalibrary.org)

Signature Date: 2022-05-25 - 12:36:56 PM GMT - Time Source: server



Agreement completed.

2022-05-25 - 12:36:56 PM GMT



Adobe Acrobat Sign