



***REQUEST FOR PROPOSALS:***

**AUTO & FLEET PARTS, EQUIPMENT, SUPPLIES, INVENTORY  
PROGRAMS & RELATED SERVICES**

***RFP #:***

**COG-2129**

***ISSUED BY:***

**The Cooperative Council of Governments  
On Behalf of Equalis Group**

*6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139*

***DATED:***

**January 28, 2022**

***SECTION TWO:***

**Proposal Submission Documents, Technical Proposal, Cost Proposal and  
Other Required Forms**

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# PROPOSAL FORM CHECKLIST

## The following documents must be submitted with the Proposal

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

### TECHNICAL PROPOSAL

- Proposal Form 1: Technical Proposal**

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

- Proposal Form 2: Cost Proposal**

### OTHER REQUIRED PROPOSAL FORMS:

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

# PROPOSAL FORM 1: TECHNICAL PROPOSAL

<b>1. <u>OVERVIEW &amp; QUALIFICATIONS</u></b>	
<b>1.1. Company Information</b>	
<b>1.1.1. Company Name:</b>	Genuine Parts Company dba NAPA Auto Parts
<b>1.1.2. Corporate Street Address:</b>	2999 Wildwood Parkway Atlanta, GA 30339
<b>1.1.3. Remittance Address:</b>	2999 Wildwood Parkway Atlanta, GA 30339
<b>1.1.4. Main Telephone Number:</b>	678-934-5000
<b>1.1.5. Website:</b>	www.genpt.com
<b>1.1.6. Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	<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><b>1.1.7. Legal Structure.</b> Check the box next to the option that best describes the company's legal structure. Include requested narrative in the space provided.</p>	<p><input checked="" type="checkbox"/> Corporation – provide the State of incorporation and the company ownership structure.</p> <p><input type="checkbox"/> <i>Partnership</i> – provide the State of registration and the names of all partners.</p> <p><input type="checkbox"/> <i>Sole Proprietorship</i> – provide the State of registration and the name and title of the principal.</p> <p><input type="checkbox"/> <i>Joint Venture</i> – provide the State of registration and the names and titles of all principals.</p> <p><input type="checkbox"/> <i>Other</i> – 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><b>1.1.8. Federal Tax ID# or Social Security #:</b></p>	<p>580254510</p>	
<p><b>1.1.9. Primary Point of Contact.</b> 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><b>1.1.10. Authorized Representative.</b> 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><b>1.2. Financial Strength &amp; Legal Considerations</b></p>		
<p><b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a “Trade Secret” per the terms outlined in the RFP.</p>	<p>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.
<b>1.2.2. Bankruptcy &amp; Insolvency.</b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	None- Genuine Parts Company has never petitioned for bankruptcy protection in our 94-year history.
<b>1.2.3. Litigation.</b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	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.
<b>1.3. Industry Qualifications</b>	
<b>1.3.1. Company Identification.</b> 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 <a href="http://www.NAPA-IBS.com">www.NAPA-IBS.com</a>.</p>
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<p><b>1.3.2. Manufacturer Authorization.</b> If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor, dealer, or reseller on behalf of the manufacturer of the product(s) proposed in this RFP.</p>	<p>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><b>1.3.3. Network Relationship.</b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products &amp; Services proposed in this RFP. If 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><b>1.3.4. Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</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>



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.

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

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.

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><b>1.3.5. Geographic Reach.</b> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</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><b>1.3.6. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p><b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b></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><b>1.3.7. Awards.</b> Describe any relevant awards received by your company for its products, services, innovation, and/or operations. Include information about the issuing organization and the year(s) the award was issued to your company.</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><b>1.4. Industry Qualifications</b></p>	
<p><b>1.4.1. Public Sector Cooperative Contracts.</b> What Public Sector Cooperative Contracts (e.g., state term contracts, public sector cooperatives, etc.) does your company have in place to provide products &amp; services</p>	<ul style="list-style-type: none"> <li>• Equalis-Aftermarket Parts and IBS \$175,000,000 annually+</li> <li>• NASPO ValuePoint -Aftermarket Parts, Tools &amp; Equipment- \$36,000,000+</li> <li>• E&amp;I Educational- \$550,000+</li> </ul>

<p>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?</p>	<ul style="list-style-type: none"> <li>• Texas BuyBoard - Aftermarket Parts Oils &amp; Lubricants- \$1,000,000+ annually</li> <li>• PSA/Purchasing,Solutions,Alliance- \$500,000+ annually</li> </ul>
<p><b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools &amp; school districts and high education)?</p>	<p>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.</p>
<p><b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>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>
<p><b>1.4.4. Public Sector Strategic Growth Plan.</b> Describe your company’s three to five-year public sector sales objectives and the key elements of your strategic plan to achieve those objectives. What is the total annual dollar value of your company’s total revenue generated by local governments and educational institutions in each of the last three (3) calendar years?</p> <p>What percentage of your company’s total annual revenue is generated by sales to local governments and educational institutions?</p> <p><b>NOTE:</b> For clarity, the figures requested are to include revenue generated through cooperative contracts and all other forms of revenue to local governments and educational institutions to represent the aggregate revenue volume.</p>	<p>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>

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.

- 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

	<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&amp;E <a href="http://www.NAFA.org">www.NAFA.org</a> Government Fleet Expo (GFX) <a href="http://www.governmentfleetexpo.com">www.governmentfleetexpo.com</a> FleetCon presented by FleetPros <a href="http://www.FleetPros.org">www.FleetPros.org</a> Regional Events Florida Association of Government Fleet Administrators (FLAGFA) <a href="http://www.FLAGFA.org">www.FLAGFA.org</a> Georgia Association of Pupil Transportation (GAPT) <a href="http://www.GAPTonline.org">www.GAPTonline.org</a> The overall Government revenue exceeds \$1 billion annually. See attached annual Report.</p>
<p><b>1.4.5. Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> <li>a. Customer contact person and their title, telephone number, and email address;</li> <li>b. A brief description of the products and services provided by your company;</li> <li>c. Customer relationship starting and ending dates; and,</li> <li>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>	<p>1)Genuine Parts Company/Customer Reference Business Name, State of Georgia Customer Reference Contact- Mary Zirock Customer Reference E-Mail Address <a href="mailto:mzirock@dot.ga.gov">mzirock@dot.ga.gov</a> Customer Reference Phone Number 404-631-1218 NAPA IBS customer since November 2017 7. Total Order Amount \$6,750,000 million annually. <b>Vendor managed inventory contract.</b></p> <p>2) City of Sacramento, CA. Customer Reference Contact Name: Mark Stevens, Fleet Manager. Customer Reference E-Mail Address <a href="mailto:mstevens@cityofsacramento.org">mstevens@cityofsacramento.org</a> 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 <a href="mailto:Maureen.Knight@Equalis-mn.gov">Maureen.Knight@Equalis-mn.gov</a> 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. <b>Vendor managed inventory contract</b></p> <p>4) State of Iowa Nancy Wheelock Purchasing Agent III Department of Administrative Services 515-725-2268 <a href="mailto:nancy.wheelock@iowa.gov">nancy.wheelock@iowa.gov</a> \$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 <a href="mailto:Mark.a.Atkins@WV.gov">Mark.a.Atkins@WV.gov</a> 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

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)

**\*\*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.

Equalis Contract Sales Process – Pre Contract

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

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.

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.

Equalis Contract Implementation/Project Startup Process – Post Contract

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:

- 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

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

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

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

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

- Filtration/Heavy Duty Product Support
- Undercar (Brakes/Chassis) Product Support

- Electrical/Underhood (Batteries, Rotating Electrical, Engine Management) Product Support
- Heating and Cooling Product Support
- Paint and Body Product Support
- Tools and Equipment Product Support

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

Equalis “Live Project” Process (Continuous Improvement Process)

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

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

The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The 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.

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.

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.

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.

**27. Identify your ability and willingness to provide your products and services to Equalis participating entities in the United States.**

NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Equalis participating entities in the United States.

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.

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>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><b>2.1.2. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>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>

**2.1.3. Differentiators.** Describe what differentiates your company's products and services from your competitors.

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 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>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"> <li>• Electronic Ordering</li> <li>• Product Information</li> <li>• Diagnostic Repair</li> <li>• eProcurement</li> <li>• Audit process</li> <li>• Mechanical Shop and Body Shop Estimators</li> <li>• System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs</li> <li>• 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.</li> <li>• 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.</li> </ul> <p>NAPA can work with government agencies to provide special pricing on Mitchell On Demand:</p> <ul style="list-style-type: none"> <li>• This is a web and PC based program that aids members to estimate repairs for authorization.</li> <li>• Provide OE repair procedures and diagnostic aids.</li> <li>• Track labor and supplies to a specific asset.</li> <li>• Color wiring diagrams</li> <li>• Technical specifications that include optional Medium and Heavy Duty applications</li> <li>• Flow Charts</li> <li>• Technical Service Bulletins</li> <li>• Maintenance Schedule</li> </ul> <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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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:

NAPA IBS has several unique offerings within our contracts that provide solutions to Equalis member customers, including:

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.

Product Diversity – our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including:

- 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

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

consignment inventories. This offsite inventory management also applies to customer mobile units and service vehicles that carry emergency inventory that is not held at a specific brick-and-mortar location.

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

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

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



	<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.  <a href="http://www.NAPATraining.com">www.NAPATraining.com</a></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><b>2.1.4. Manufacturing.</b> 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 &amp; quality control processes, and identification of manufacturing certifications (e.g., ISO).</p>	
<p><b>2.1.5. Warranty.</b> Provide a copy of the manufacturer’s warranty. If required, please attach the warranty as an attachment, as instructed in this document. Describe notable features and/or characteristics of the warranty that a public sector customer would find interesting or appealing. Pricing related to the any extended warranty options must be included in <b><u>Attachment B – Cost Proposal</u></b>.</p>	<p>All 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 (<a href="http://www.napaonline.com">www.napaonline.com</a> and <a href="http://www.napaprolink.com">www.napaprolink.com</a>), 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.
<b>2.2. Additional Services</b>	
<p><b>2.2.1. Turnkey Capabilities.</b> Describe the capabilities available through your company and, if applicable, your authorized network of dealers, distributors, and resellers that support your ability to provide turnkey solutions to Equalis Group Members. Your response <b>may include</b>, but is not limited to, site assessment, equipment consultations &amp; 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. Disadvantaged &amp; 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>
<p><b>2.2.2. Installation or Set-up.</b> Is installation or set-up available to Members as a part of your proposal?</p>	<p>Installation and set-up is not included in this proposal. Any special installations will be negotiated with the member at time of purchase.</p>
<p><b>2.2.3. Installers.</b> If you responded Yes to the previous question, is the installation service performed by a company owned installation team or one of your dealers or resellers?</p>	<p>NA</p>
<p><b>2.2.4. Qualifications.</b> Describe the qualification of your installation and set-up crews. Your response may include, but is not limited to, training and certification requirements.</p>	<p>NA</p>

<p><b>2.2.5. Training.</b> If yes, provide a description of the training services offered. <b>Note:</b> <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 <a href="http://www.NAPATraining.com">www.NAPATraining.com</a>. 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 &amp; 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><b>2.2.6. Maintenance Services.</b> If yes, provide a description of the maintenance services included in your proposal.</p>	<p>NA</p>
<p><b>2.3. Value Add</b></p>	
<p><b>2.3.1. Additional Offering.</b> Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>Product training on all diagnostics available through NAPA AutoTech program and available online at <a href="http://www.NAPATraining.com">www.NAPATraining.com</a>. 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 &amp; 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"> <li>• Electronic Ordering</li> <li>• Product Information</li> <li>• Diagnostic Repair</li> <li>• eProcurement</li> <li>• Audit process</li> <li>• Mechanical Shop and Body Shop Estimators</li> <li>• System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs</li> <li>• 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.</li> <li>• 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.</li> <li>• NAPA can work with government agencies to provide special pricing on Mitchell On Demand:</li> <li>• This is a web and PC based program that aids members to estimate repairs for authorization.</li> <li>• Provide OE repair procedures and diagnostic aids.</li> <li>• Track labor and supplies to a specific asset.</li> <li>• Color wiring diagrams</li> <li>• Technical specifications that include optional Medium and Heavy Duty applications</li> <li>• Flow Charts</li> <li>• Technical Service Benter response.</li> </ul>
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**3. Business Operations**

**3.1.1. Logistics**

<p><b>3.1.2. <i>Distribution Capabilities.</i></b> Describe how supplier proposes to distribute the products/services in Bidder's defined geographic reach.</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. NAPA stores, in turn, sell to a wide</p>
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	<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><b>3.1.3. Distribution Centers.</b> 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><b>3.1.4. Supply Chain.</b> Identify all other companies that will be involved in processing, handling, or shipping the products or services to the Equalis Group Member.</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"> <li>• Sales Manager</li> <li>• District Manager</li> <li>• Wholesale Manager</li> <li>• Commercial Sales Managers</li> <li>• Major Account Government Sales Manager</li> </ul>



	<p>Territory Sales Managers 3 to 5</p> <ul style="list-style-type: none"> <li>• Commercial Sales Pro (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores</li> <li>• Store Sales Counter people</li> <li>• Independent NAPA store owners, outside sales, and counter people</li> </ul> <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"> <li>• In-Stock Parts Ordered Delivered within 60 minutes or less</li> <li>• Non-Stocked Parts Ordered Delivered the next day</li> <li>• Rare or Special Parts Ordered Delivered within 2 days</li> </ul> <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, <a href="http://www.NAPAIBIZ.com">www.NAPAIBIZ.com</a>, 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>
<p><b>3.1.5. Fill Rates.</b> Provide fill rates and average delivery timeframes met by specific distribution centers.</p>	<p>NAPA’s Average fill rates are approximately 93% current supply chain issues Globally can affect this rate significantly.</p>
<p><b>3.1.6. On Time Delivery Rate.</b> Provide your average on-time delivery rate.</p>	<p>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.</p>
<p><b>3.1.7. Expedited Orders.</b> 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.</p>	<p>NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, 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>

	<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>
<p><b>3.2. Customer Service</b></p>	
<p><b>3.2.1. Customer Service Department.</b> Describe your company's customer service department &amp; 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"> <li>• In-Stock Parts Ordered Delivered within 60 minutes or less</li> <li>• Non-Stocked Parts Ordered Delivered the next day</li> <li>• Rare or Special Parts Ordered Delivered within 2 days</li> </ul> <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><b>3.2.2. Complaint Resolution.</b> 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><b>3.3. Customer Set Up; Order &amp; Invoice Processing; Payment</b></p>	
<p><b>3.3.1. Authorized Distributors, Agents, Dealers, or Resellers.</b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be</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><b>NOTE:</b> 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><b>3.3.2. Customer Set Up.</b> Once an Equalis Group Member decides to accept your company’s proposal for products and services as described in this RFP, what is the process for the Member to become a customer?</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><b>**Note**</b> 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>

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.

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.

Equalis Contract Implementation/Project Startup Process – Post Contract

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:

- 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

Next – our local field teams that will operate the day-to-day operations are mobilized according to

	<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"><li>● Filtration/Heavy Duty Product Support</li><li>● Undercar (Brakes/Chassis) Product Support</li><li>● Electrical/Underhood (Batteries, Rotating Electrical, Engine Management) Product Support</li><li>● Heating and Cooling Product Support</li><li>● Paint and Body Product Support</li><li>● Tools and Equipment Product Support</li></ul>
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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.

Equalis “Live Project” Process (Continuous Improvement Process)

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

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

The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The 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.

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>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><b>3.3.3. Order Process.</b> 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 (<a href="http://www.napaprolink.com">www.napaprolink.com</a>), 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>
<p><b>3.3.4. Invoice Process.</b> Describe your company's invoicing process.</p>	<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. <a href="#">lick here to enter response.</a></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>
<p><b>3.3.5. Payment.</b> What are your standard payment terms? What methods of payment do your company accept?</p>	<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 25<sup>th</sup> 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>
<p><b>3.3.6. Financing.</b> Does your company offer any financing options or programs? If yes, describe the financing options available to Members.</p>	<p>Our program does not offer financing programs for either traditional parts purchases or VMI services.</p>
<p><b>3.4. Sustainability, Reclamation, and Recycling Initiatives</b></p>	
<p><b>3.4.1. Sustainable Company Initiatives.</b> Describe the ways in which your company is addressing the issue of sustainability.</p>	<p>Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on <a href="http://www.genpt.com">www.genpt.com</a>. 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"> <li>• Reduce Air Emissions/Efficient Delivery Routing</li> <li>• Identify Pollution Prevention</li> </ul>

	<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>
<p><b>4. PRICING</b></p>	
<p><b>4.1. Cost Proposal</b></p>	
<p><b>4.1.1. Pricing Model.</b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal.</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><b>4.1.2. Auditable.</b> 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 3<sup>rd</sup> party audit services from E&amp;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><b>4.1.3. Price Change Process.</b> 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><b>4.1.4. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<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><b>4.1.5. Additional Savings.</b> 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><b>4.1.6. Cost of Shipping.</b> Is the cost of shipping included in the pricing submitted with your response? If no, describe how cost associated with freight, shipping, and delivery are calculated.</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><b>4.1.7. Pricing Open Market or Sourced Goods.</b> Propose a method for the pricing of Open Market Items. For example, you may supply such items "at cost" or "at cost plus a</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><b>NOTE:</b> For a definition of Open Market Items, please refer to <b>Part One, Section 5 – Pricing.</b></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><b>4.1.8. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b>NOT</b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. 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>
<p><b>5. <u>Go-To-Market Strategy</u></b></p>	
<p><b>5.1. Bidder Organizational Structure &amp; Staffing of Relationship</b></p>	
<p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>1. Executive Contact</li> <li>2. Contract Manager</li> <li>3. Sales Leader</li> <li>4. Reporting Contact</li> <li>5. Marketing Contact.</li> </ol> <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>1) Jett Kuntz Vice President, NAPA Fleet &amp; IBS (770) 855-2221 <a href="mailto:Jett.Kuntz@genpt.com">Jett.Kuntz@genpt.com</a> 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 <a href="mailto:Don.lachance@genpt.com">Don.lachance@genpt.com</a> 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 &amp; Sales Tracking (678) 934-5932 <a href="mailto:Tim.Brown@genpt.com">Tim.Brown@genpt.com</a> 5) Tim Crowe NAPA IBS-Reporting to Jett Kuntz VP Fleet/Government/IBS</p>
<p><b>5.1.2. Sales Organization.</b> Provide a description of your sales organization, including key staff</p>	<p>Total Estimated U.S. &amp; 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 &amp; 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><b>NAPA IBS Headquarters Equalis Contract Support – United States</b></p> <p>Jett Kuntz - Corporate Vice President NAPA IBS</p> <ul style="list-style-type: none"> <li>• Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations and marketing</li> <li>• Senior, single point of contact for all Equalis contract questions</li> </ul> <p>Ryan Ouellette - Director of Operations – NAPA IBS</p> <ul style="list-style-type: none"> <li>• Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations</li> </ul> <p>Tim Crowe – Marketing Coordinator – NAPA IBS</p> <ul style="list-style-type: none"> <li>• Manages NAPA IBS Digital Marketing and Salesforce.com database efforts</li> <li>• Coordinates Digital Marketing for Equalis publicity and marketing efforts</li> </ul> <p>Matt Chapman - IBS Inventory Control Manager</p> <ul style="list-style-type: none"> <li>• Manages NAPA IBS national “Vendor Spend” analysis</li> <li>• Identifies reasonably achievable pricing cost schedules by supplier and/or industry</li> <li>• Identifies targets for potential national vendor buying agreements</li> </ul>
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	<ul style="list-style-type: none"> <li>• Coordinates non-NAPA product line database to promote national inventory and sales reporting</li> <li>• Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence</li> <li>• Provides feedback and input on IBS inventory control improvements</li> </ul> <p>Eric Maurey – IBS Operations Manager</p> <ul style="list-style-type: none"> <li>• Establishes and provides oversight of standardized procedures</li> <li>• Reviews operational initiatives for increased efficiencies</li> <li>• Reports to upper management on operational key performance indicators (KPIs) of our group</li> <li>• Establishes and reviews corporate IBS Policies and disperses them to the field</li> <li>• Oversees implementation of service and accountability initiatives</li> <li>• Equalis audit reporting reconciliation specialist</li> </ul> <p>Collin Garner - IBS Legal Counsel</p> <ul style="list-style-type: none"> <li>• Reviews all documents before we execute an RFP response, contract change or new agreements</li> <li>• Negotiates and coordinates all Equalis and IBS contract documents</li> </ul> <p>Donna Wright-Walsh – IBS IT Director</p> <ul style="list-style-type: none"> <li>• Maintains relationships with major fleet software providers</li> <li>• Oversees all software integration and IT reporting efforts</li> <li>• Reviews new technology issues to improve platform compatibility</li> </ul>
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**5.2. Contract Implementation Strategy & Expectations**

<p><b>5.2.1. Contract Expectation.</b> What are your company's expectations in the event of a contract award?</p>	<p>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>
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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.

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.

- **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

	<p>(powerpoint slides) that promote the benefits of implementing Equalis contracts.</p> <ul style="list-style-type: none"> <li>• <b>Video Content</b> – 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.</li> <li>• <b>Industry Events</b> – 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.</li> </ul>
<p><b>5.2.2. Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company’s vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.</p>	<p>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>

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.

- 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

	<p>industry events we attend on a regular basis include: National Events NAFA I&amp;E  <a href="http://www.NAFA.org">www.NAFA.org</a> Government Fleet Expo (GFX)  <a href="http://www.governmentfleetexpo.com">www.governmentfleetexpo.com</a> FleetCon  presented by FleetPros <a href="http://www.FleetPros.org">www.FleetPros.org</a>  Regional Events Florida Association of  Government Fleet Administrators (FLAGFA)  <a href="http://www.FLAGFA.org">www.FLAGFA.org</a> Georgia Association of  Pupil Transportation (GAPT)  <a href="http://www.GAPTonline.org">www.GAPTonline.org</a> <b>The overall Government revenue exceeds \$1 billion annually – the opportunity to grow this contract is massive.</b></p>
<p><b>5.2.3. Sales Team Incentives.</b> Will your sales team be equally incentivized to leverage the Equalis Group Master Agreement when 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><b>5.2.4. Sales Objectives.</b> 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>

	<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.</p>
<p><b>6. ADMIN FEE &amp; REPORTING</b></p>	
<p><b>6.1. Bidder Organizational Structure &amp; Staffing of Relationship</b></p>	
<p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for this contract is <b>two percent (2%)</b> based on the terms disclosed in the <b>Attachment A – Model Administration Agreement</b>.</p>	<p><input checked="" type="checkbox"/> <b>Agree</b> to proposed Administrative Fee  <input type="checkbox"/> <b>Negotiate</b> Administrative Fee. Provide additional information below if you opt to negotiate.</p> <p>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.</p>
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>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.</p>
<p><b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>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.
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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, disable 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:

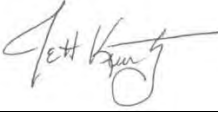


Printed Name:	Jett Kuntz
Company Name:	Genuine Parts Company dba NAPA Auto Parts
Mailing Address:	2999 Wildwood Parkway Atlanta Ga 30339
Email Address:	Jett_Kuntz@genpt.com
Job Title:	VicePresident Fleet/Government/IBS

## 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.

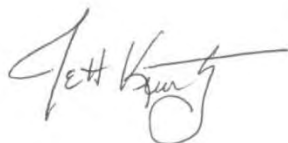
## 2. *Fingerprint & Criminal Background Checks*

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](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



Does Bidder agree?  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:



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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 28<sup>th</sup> 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).

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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/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

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



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

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

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

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

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

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

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







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

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

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

# PROPOSAL FORM 20: STOCKHOLDER DISCLOSURE CERTIFICATION

**Name of Business:**

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

OR

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

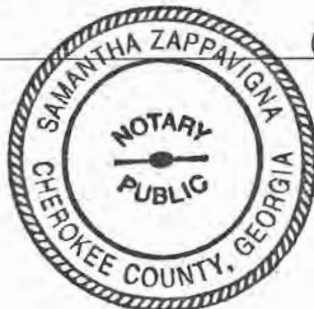
**Check the box that represents the type of business organization:**

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

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

Stockholders:

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
Subscribed and sworn before me this <u>28<sup>th</sup></u> day of <u>February</u> , 2022.	
(Notary Public)	_____ (Affiant)
My Commission expires: <u>Sept 13, 2022</u>	Jett Kuntz - V.P Fleet/Government/IBS _____ (Print name & title of affiant)
	_____ (Corporate Seal)



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

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

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

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

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

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

Proposal Form 14 – NAPA desires to discuss the requirements of Section 13 on page 29 of Section Two of the RFP that requires production of items in the United States. NAPA requests an exception to the requirements of this section as many of the items that NAPA would sell are not made in the United States.

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: \_\_\_\_\_

*(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: \_\_\_\_\_

Name: Scott A. Morgan

As: CCOG Board President

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: Eric Merkle

SVP, Procurement &  
Operations

Date: \_\_\_\_\_





## News Release

February 17, 2022

### FOR IMMEDIATE RELEASE

#### Genuine Parts Company Reports Results For the Fourth Quarter and Full Year 2021

##### Fourth Quarter 2021 Highlights

- Sales of \$4.8 billion, Up 13.0%
- Diluted EPS from Continuing Operations \$1.79
- Adjusted Diluted EPS from Continuing Operations \$1.79, Up 17.8%
- 17th Consecutive Quarter of Year-Over-Year Gross Margin Improvement
- Announced Acquisition of Kaman Distribution Group; Completed January 3, 2022

##### Full Year 2021 Highlights

- Sales of \$18.9 billion, Up 14.1%
- Segment Profit Margin of 8.8%, Up 60 basis points
- Diluted EPS from Continuing Operations \$6.23
- Adjusted Diluted EPS from Continuing Operations \$6.91, Up 31.1% and a New Record
- Returned \$800 million to Shareholders via Cash Dividends and Share Repurchases
- Cash Flow from Operations of \$1.3 billion and Free Cash Flow of \$1.0 billion

##### 2022 Outlook

- Revenue Growth of 9% to 11%
- Diluted EPS of \$7.45 to \$7.60

ATLANTA - Genuine Parts Company (NYSE: GPC) announced today its results for the fourth quarter and twelve months ended December 31, 2021.

"The GPC team finished the year with a strong fourth quarter, further building on the positive momentum of the first nine months of 2021. We are proud of our progress through the year and thankful to our 52,000 teammates for their hard work and ongoing commitment to excellence," said Paul Donahue, Chairman and Chief Executive Officer of Genuine Parts Company. "Strong sales growth combined with ongoing initiatives to improve gross margin and control expenses in an inflationary environment drove an 18% increase in adjusted earnings per share, which along with our continued focus on working capital improvement, helped us to deliver strong cash flow. Our capital allocation priorities remain investing for enhanced productivity and growth, while also returning capital to shareholders via the dividend and share repurchases."

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<sup>1</sup> Adjusted net income from continuing operations, adjusted diluted net income from continuing operations per common share and free cash flow referred in this press release are non-GAAP financial measures. Please refer to the supplemental information presented below for reconciliations of the non-GAAP financial measures used in this release to the most comparable GAAP financial measure and related disclosures.

## **Fourth Quarter 2021 Results**

Sales were \$4.8 billion, a 13.0% increase compared to \$4.3 billion in the same period of the prior year. The improvement is attributable to an 11.3% increase in comparable sales and a 1.9% benefit from acquisitions, partially offset by a slightly unfavorable impact of foreign currency and other.

Net income from continuing operations was \$256.0 million, or a diluted earnings per share of \$1.79. This compares to net income from continuing operations of \$171.6 million, or \$1.18 per diluted share in the prior year period. The Company's adjusted net income from continuing operations was \$256.2 million, an increase of 16.0% as compared to \$221.0 million a year ago. On a per share diluted basis, adjusted net income from continuing operations was \$1.79, an increase of 17.8% compared to \$1.52 per diluted share last year<sup>1</sup>.

## **Fourth Quarter 2021 Segment Highlights**

### **Automotive Parts Group**

Sales for the Automotive Group were \$3.2 billion in the fourth quarter, up 13.1% from 2020 and representing 66% of total Company revenues. The improvement was due to a 10.6% global increase in comparable sales and a 2.8% benefit from acquisitions, net of a slightly unfavorable impact of foreign currency and other. Segment profit of \$265.8 million was up 10.7% and the profit margin was 8.3% compared to 8.5% in the same period of 2020.

### **Industrial Parts Group**

Sales for the Industrial Parts Group were \$1.6 billion, up 12.8% from 2020 and representing 34% of total Company revenues. The improvement reflects a 12.5% increase in comparable sales and a 0.3% favorable impact from foreign currency. Segment profit of \$153.8 million was up 15.3% and the profit margin was 9.5% compared to 9.3% in 2020, up 20 basis points.

"The double digit sales and earnings growth for the Automotive and Industrial businesses is a reflection of strong global demand and the diligent execution of our initiatives to accelerate growth and improve profitability," Mr. Donahue said. "The strength in Automotive was broad-based across our operations, with 13% sales comps in the U.S. and high-single digit sales comps in Canada, Europe and Australasia. Likewise, we had strong growth in both our North American and Australasian Industrial businesses, which drove the third consecutive quarter of double digit comps for this segment."

## **Full Year 2021 Results**

Sales in 2021 were \$18.9 billion, a 14.1% increase from \$16.5 billion for the same period in 2020. Net income from continuing operations for the twelve months was \$898.8 million, or \$6.23 per diluted share. The Company's adjusted net income from continuing operations was \$997.0 million, or \$6.91 per diluted share, an increase of 31.1% compared to \$5.27 per diluted share last year<sup>1</sup>.

## **Balance Sheet Cash Flow and Capital Allocation**

The Company generated cash flow from continuing operations of \$1.3 billion in 2021, and free cash flow was \$1.0 billion<sup>1</sup>. The Company used \$506.2 million in cash for investing activities, including \$284.3 million in acquisitions and other investing activities and \$266.1 million for capital expenditures in 2021. Cash used for financing activities in 2021 was \$1.0 billion, with \$799.2 million returned to shareholders, including \$465.6 million in dividends and \$333.6 million in share repurchases.

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<sup>1</sup> Adjusted net income from continuing operations, adjusted diluted net income from continuing operations per common share and free cash flow referred in this press release are non-GAAP financial measures. Please refer to the supplemental information presented below for reconciliations of the non-GAAP financial measures used in this release to the most comparable GAAP financial measure and related disclosures.

The Company ended the quarter and year with \$2.2 billion in total liquidity, consisting of \$1.5 billion availability on the revolving credit facility and \$714.7 million in cash and cash equivalents.

"2021 was an exceptional year for GPC. Following the unprecedented challenges of 2020, our team was focused on advancing the strategic priorities for our global automotive and industrial businesses. With the backdrop of the economic recovery and strong industry fundamentals, we generated double-digit sales and earnings growth and significantly improved our profit margin, resulting in strong cash flow and further supporting our balance sheet strength and capital allocation priorities," Mr. Donahue said. "Looking ahead, we remain confident in our plans for accelerated growth and profitability as we build on the underlying momentum in our automotive and industrial operations and begin to realize the benefits from our recent industrial acquisition of Kaman Distribution Group."

## **2022 Outlook**

The Company considered its past performance, business trends, current growth plans, strategic initiatives, global economic outlook and the continued uncertainty of COVID-19 and its potential impact on our results, in establishing its full-year 2022 guidance as outlined in the table below. In addition, the Company has accounted for an approximate 2% headwind from foreign currency translation. The Company will update full-year guidance during 2022, as appropriate.

	<u>Year Ended 12/31/2022</u>
Total sales growth	9% to 11%
Automotive sales growth	4% to 6%
Industrial sales growth	20% to 22%
Diluted earnings per share	\$7.45 to \$7.60
Adjusted diluted earnings per share	\$7.45 to \$7.60
Effective tax rate	Approx. 25%
Net cash provided by operating activities	\$1.5 billion to \$1.7 billion
Free cash flow	\$1.2 billion to \$1.4 billion

## **Non-GAAP Information**

This release contains certain financial information not derived in accordance with United States ("U.S.") generally accepted accounting principles ("GAAP"). These items include adjusted net income from continuing operations, adjusted diluted net income from continuing operations per common share and free cash flow. The Company believes that the presentation of adjusted net income from continuing operations, adjusted diluted net income from continuing operations per common share and free cash flow, when considered together with the corresponding GAAP financial measures and the reconciliations to those measures, provide meaningful supplemental information to both management and investors that is indicative of the Company's core operations. The Company considers these metrics useful to investors because they provide greater transparency into management's view and assessment of the Company's ongoing operating performance by removing items management believes are not representative of our continuing operations and may distort our longer-term operating trends. We believe these measures are useful and enhance the comparability of our results from period to period and with our competitors, as well as show ongoing results from operations distinct from items that are infrequent or not associated with the Company's core operations. The Company does not, nor does it suggest investors should, consider such non-GAAP financial measures as superior to, in isolation from, or as a substitute for, GAAP financial information. The Company has included a reconciliation of this additional information to the most comparable GAAP measure following the financial statements below.

<sup>1</sup> Adjusted net income from continuing operations, adjusted diluted net income from continuing operations per common share and free cash flow referred in this press release are non-GAAP financial measures. Please refer to the supplemental information presented below for reconciliations of the non-GAAP financial measures used in this release to the most comparable GAAP financial measure and related disclosures.

## **Comparable Sales**

Comparable sales is a key metric that refers to period-over-period comparisons of our sales excluding the impact of acquisitions, foreign currency and other. The Company considers this metric useful to investors because it provides greater transparency into management's view and assessment of the Company's core ongoing operations. This is a metric that is widely used by analysts, investors and competitors in our industry, although our calculation of the metric may not be comparable to similar measures disclosed by other companies, because not all companies and analysts calculate this metric in the same manner.

## **Conference Call**

Genuine Parts Company will hold a conference call today at 11:00 a.m. Eastern time to discuss the results of the quarter. A supplemental earnings deck will also be available for reference. Interested parties may listen to the call and view the supplemental earnings deck on the Company's investor relations website. The call is also available by dialing 888-317-6003, conference ID 8600891. A replay will also be available on the Company's website or at 877-344-7529 conference ID 6848555, two hours after the completion of the call.

## **About Genuine Parts Company**

Founded in 1928, Genuine Parts Company is a global service organization engaged in the distribution of automotive and industrial replacement parts. The Company's Automotive Parts Group distributes automotive replacement parts in the U.S., Canada, Mexico, Australasia, France, the United Kingdom, Ireland, Germany, Poland, the Netherlands and Belgium. The Company's Industrial Parts Group distributes industrial replacement parts in the U.S., Canada, Mexico and Australasia. In total, the Company serves its global customers from an extensive network of more than 10,000 locations in 15 countries and has approximately 52,000 employees. Further information is available at [www.genpt.com](http://www.genpt.com).

### Investor Contact:

Sid Jones (678) 934-5628

Senior Vice President - Investor Relations

### Media Contact:

Heather Ross (678) 934-5220

Senior Director - Strategic Communications

## **Forward Looking Statements**

Some statements in this release, as well as in materials the Company files with the Securities and Exchange Commission (SEC), release to the public or make available on the Company's website, constitute forward-looking statements that are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements in the future tense and all statements accompanied by words such as “expect,” “likely,” “outlook,” “forecast,” “preliminary,” “would,” “could,” “should,” “position,” “will,” “project,” “intend,” “plan,” “on track,” “anticipate,” “to come,” “may,” “possible,” “assume,” or similar expressions are intended to identify such forward-looking statements. These forward-looking statements include the Company's view of business and economic trends for the coming year, the Company's ability to execute our strategic priorities and capitalize in light of these business and economic trends, and the established full-year 2022 financial guidance for the Company provided above. Senior officers may also make verbal statements to analysts, investors, the media and others that are forward-looking.

The Company cautions that all forward-looking statements involve risks and uncertainties, and while the Company believes that its expectations for the future are reasonable in view of currently available information, you are cautioned not to place undue reliance on our forward-looking statements. Actual results or events may differ materially from those indicated as a result of various important factors. Such factors may include, among other things, the extent and duration of the disruption to the Company's business operations caused by the global health crisis associated with the COVID-19 pandemic, including the effects on the financial health of the Company's business partners and customers, on supply chains and the Company's suppliers, on vehicle miles driven as well as other metrics that affect the Company's business, and on access to capital and liquidity provided by the financial and capital markets; the Company's ability to maintain compliance with its debt covenants; the Company's ability to successfully integrate acquired businesses into the Company's operations and to realize the anticipated synergies and benefits; the Company's ability to successfully implement its business initiatives in its two business segments; changes in demand for the Company's products; the ability to maintain favorable supplier arrangements and relationships; disruptions in global supply chains and in the operations of the Company's suppliers, including as a result of the impact of COVID-19 on our suppliers and our supply chain; changes in national and international legislation or government regulations or policies, including changes to import tariffs, environmental and social policy, infrastructure programs and privacy legislation, and their impact to the Company and its suppliers and customers; changes in general economic conditions, including unemployment, inflation (including the impact of tariffs) or deflation; changes in tax policies; volatile exchange rates; volatility in oil prices; significant cost increases, such as rising fuel and freight expenses; the Company's ability to successfully attract and retain employees in the current labor market; uncertain credit markets and other macroeconomic conditions; competitive product, service and pricing pressures; failure or weakness in the Company's disclosure controls and procedures and internal controls over financial reporting, including as a result of the work from home environment; the uncertainties and costs of litigation; disruptions caused by a failure or breach of the Company's information systems, as well as other risks and uncertainties discussed in the Company's Annual Report on Form 10-K for 2021 and from time to time in the Company's subsequent filings with the SEC.

Forward-looking statements speak only as of the date they are made, and the Company undertakes no duty to update any forward-looking statements except as required by law. You are advised, however, to review any further disclosures we make on related subjects in our subsequent Forms 10-K, 10-Q, 8-K and other reports filed with the SEC.

**GENUINE PARTS COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF INCOME (LOSS)**  
**(UNAUDITED)**

(in thousands, except per share data)	Three Months Ended December 31,		Twelve Months Ended December 31,	
	2021	2020	2021	2020
Net sales	\$ 4,803,209	\$ 4,251,594	\$ 18,870,510	\$ 16,537,433
Cost of goods sold	3,109,760	2,803,484	12,236,374	10,882,592
Gross profit	1,693,449	1,448,110	6,634,136	5,654,841
Operating expenses:				
Selling, administrative and other expenses	1,279,265	1,132,297	5,162,506	4,386,739
Depreciation and amortization	72,594	69,758	290,971	272,842
Provision for doubtful accounts	3,509	125	17,739	23,577
Restructuring costs	—	11,010	—	50,019
Goodwill impairment charge	—	—	—	506,721
Total operating expenses	1,355,368	1,213,190	5,471,216	5,239,898
Non-operating (income) expenses :				
Interest expense, net	14,297	21,083	62,150	91,048
Other	(22,122)	(11,709)	(99,576)	(55,473)
Total non-operating (income) expenses	(7,825)	9,374	(37,426)	35,575
Income before income taxes	345,906	225,546	1,200,346	379,368
Income taxes	89,907	53,914	301,556	215,973
Net income from continuing operations	255,999	171,632	898,790	163,395
Net loss from discontinued operations	—	(428)	—	(192,497)
Net income (loss)	<u>\$ 255,999</u>	<u>\$ 171,204</u>	<u>\$ 898,790</u>	<u>\$ (29,102)</u>
Dividends declared per common share	\$ 0.815	\$ 0.790	\$ 3.260	\$ 3.160
<b>Basic earnings (loss) per share:</b>				
Continuing operations	\$ 1.80	\$ 1.19	\$ 6.27	\$ 1.13
Discontinued operations	—	—	—	(1.33)
Basic earnings (loss) per share	<u>\$ 1.80</u>	<u>\$ 1.19</u>	<u>\$ 6.27</u>	<u>\$ (0.20)</u>
<b>Diluted earnings (loss) per share:</b>				
Continuing operations	\$ 1.79	\$ 1.18	\$ 6.23	\$ 1.13
Discontinued operations	—	—	—	(1.33)
Diluted earnings (loss) per share	<u>\$ 1.79</u>	<u>\$ 1.18</u>	<u>\$ 6.23</u>	<u>\$ (0.20)</u>
Weighted average common shares outstanding	142,275	144,313	143,435	144,474
Dilutive effect of stock options and non-vested restricted stock awards	778	847	786	641
Weighted average common shares outstanding — assuming dilution	<u>143,053</u>	<u>145,160</u>	<u>144,221</u>	<u>145,115</u>

**GENUINE PARTS COMPANY AND SUBSIDIARIES**  
**SEGMENT INFORMATION**  
**(UNAUDITED)**

(in thousands)	Three Months Ended December 31,		Twelve Months Ended December 31,	
	2021	2020	2021	2020
<b>Net sales:</b>				
Automotive	\$ 3,190,133	\$ 2,821,832	\$12,544,131	\$10,860,695
Industrial	1,613,076	1,429,762	6,326,379	5,676,738
Total net sales	<u>\$ 4,803,209</u>	<u>\$ 4,251,594</u>	<u>\$18,870,510</u>	<u>\$16,537,433</u>
<b>Segment profit:</b>				
Automotive	\$ 265,841	\$ 240,135	\$ 1,073,427	\$ 867,743
Industrial	153,773	133,373	595,232	481,854
Total segment profit	419,614	373,508	1,668,659	1,349,597
Interest expense, net	(14,297)	(21,083)	(62,150)	(91,048)
Corporate expense	(44,813)	(32,701)	(174,842)	(149,754)
Intangible asset amortization	(25,034)	(24,743)	(103,273)	(94,962)
Other unallocated costs	10,436	(69,435)	(128,048)	(634,465)
Income before income taxes from continuing operations	<u>\$ 345,906</u>	<u>\$ 225,546</u>	<u>\$ 1,200,346</u>	<u>\$ 379,368</u>

The following table presents a summary of the other unallocated costs:

(in thousands)	Three Months Ended December 31,		Twelve Months Ended December 31,	
	2021	2020	2021	2020
<b>Other unallocated costs:</b>				
Loss on software disposal	\$ —	\$ —	\$ (61,063)	\$ —
Product liability damages award	—	—	(77,421)	—
Goodwill impairment charge	—	—	—	(506,721)
Restructuring costs	—	(11,010)	—	(50,019)
Realized currency and other divestiture losses	—	—	—	(11,356)
Gain on insurance proceeds related to SPR fire	3,862	—	3,862	13,448
Gain on equity investments	10,229	—	10,229	—
Inventory adjustment	—	(40,000)	—	(40,000)
Transaction and other costs	(3,655)	(18,425)	(3,655)	(39,817)
Total other unallocated costs (1)	<u>\$ 10,436</u>	<u>\$ (69,435)</u>	<u>\$ (128,048)</u>	<u>\$ (634,465)</u>

(1) Refer to the reconciliation of GAAP net income from continuing operations to adjusted net income from continuing operations for explanation of adjustments.

**GENUINE PARTS COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED BALANCE SHEETS**  
**(UNAUDITED)**

(in thousands, except share and per share data)	As of December 31,	
	2021	2020
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 714,701	\$ 990,166
Trade accounts receivable, less allowance for doubtful accounts (2021 – \$44,425; 2020 – \$36,622)	1,797,955	1,556,966
Merchandise inventories, net	3,889,919	3,506,271
Prepaid expenses and other current assets	1,353,847	1,060,360
<b>Total current assets</b>	<b>7,756,422</b>	<b>7,113,763</b>
Goodwill	1,915,307	1,917,477
Other intangible assets, net	1,406,401	1,498,257
Deferred tax assets	829	65,658
Property, plant and equipment, less accumulated depreciation (2021 – \$1,339,706; 2020 – \$1,398,095)	1,234,399	1,162,043
Operating lease assets	1,053,689	1,038,877
Other assets	985,055	644,140
<b>Total assets</b>	<b>\$14,352,102</b>	<b>\$13,440,215</b>
<b>Liabilities and equity</b>		
Current liabilities:		
Trade accounts payable	\$ 4,804,939	\$ 4,128,084
Current portion of debt	—	160,531
Other current liabilities	1,660,768	1,491,426
Dividends payable	115,876	114,043
<b>Total current liabilities</b>	<b>6,581,583</b>	<b>5,894,084</b>
Long-term debt	2,409,363	2,516,614
Operating lease liabilities	789,175	789,294
Pension and other post-retirement benefit liabilities	265,134	265,687
Deferred tax liabilities	280,778	212,910
Other long-term liabilities	522,779	543,623
Equity:		
Preferred stock, par value \$1 per share — authorized 10,000,000 shares; none issued	—	—
Common stock, par value \$1 per share - authorized 450,000,000 shares; issued and outstanding - 2021 - 142,180,683 shares and 2020 - 144,354,335 shares	142,181	144,354
Additional paid-in capital	119,975	117,165
Accumulated other comprehensive loss	(857,739)	(1,036,502)
Retained earnings	4,086,325	3,979,779
<b>Total parent equity</b>	<b>3,490,742</b>	<b>3,204,796</b>
Noncontrolling interests in subsidiaries	12,548	13,207
<b>Total equity</b>	<b>3,503,290</b>	<b>3,218,003</b>
<b>Total liabilities and equity</b>	<b>\$14,352,102</b>	<b>\$13,440,215</b>



**GENUINE PARTS COMPANY AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

(in thousands)	Year Ended December 31		
	2021	2020	2019
<b>Operating activities:</b>			
Net income (loss)	\$ 898,790	\$ (29,102)	\$ 621,085
Net loss from discontinued operations	—	(192,497)	(25,390)
Net income from continuing operations	898,790	163,395	646,475
Adjustments to reconcile net income from continuing operations to net cash provided by operating activities:			
Depreciation and amortization	290,971	272,842	257,263
Excess tax benefit from share-based compensation	(7,076)	(677)	(4,920)
Deferred income taxes	31,676	(27,722)	(55,939)
Share-based compensation	25,597	22,621	28,703
Loss on software disposal	61,063	—	—
Realized currency and other divestiture losses	—	11,356	34,701
Gain on equity investments	(10,229)	—	(38,663)
Goodwill impairment charge	—	506,721	—
Other operating activities	(21,183)	12,569	(17,589)
Changes in operating assets and liabilities:			
Trade accounts receivable, net	(258,994)	957,514	(134,163)
Merchandise inventories, net	(329,237)	58,462	(54,765)
Trade accounts payable	777,318	89,350	82,739
Other short-term assets and liabilities	(148,089)	(109,812)	11,740
Other long-term assets and liabilities	(52,322)	57,903	76,937
Net cash provided by operating activities from continuing operations	1,258,285	2,014,522	832,519
<b>Investing activities:</b>			
Purchases of property, plant and equipment	(266,136)	(153,502)	(277,873)
Proceeds from sale of property, plant and equipment	26,549	18,064	24,387
Proceeds from divestitures of businesses	17,738	387,379	434,609
Acquisitions of businesses and other investing activities	(284,315)	(69,173)	(724,718)
Net cash (used in) provided by investing activities from continuing operations	(506,164)	182,768	(543,595)
<b>Financing activities:</b>			
Proceeds from debt	892,694	2,638,014	5,037,168
Payments on debt	(1,053,423)	(3,533,017)	(4,897,769)
Share-based awards exercised	(22,346)	(4,120)	(11,413)
Dividends paid	(465,649)	(453,277)	(438,890)
Purchase of stock	(333,599)	(96,215)	(74,187)
Other financing activities	(7,209)	(65,150)	(871)
Net cash used in financing activities from continuing operations	(989,532)	(1,513,765)	(385,962)
<b>Cash flows from discontinued operations:</b>			
Net cash flows provided by operating activities from discontinued operations	—	5,039	59,491
Net cash used in investing activities from discontinued operations	—	(11,131)	(19,611)
Net cash provided by financing activities from discontinued operations	—	—	—
Net cash (used in) provided by discontinued operations	—	(6,092)	39,880
Effect of exchange rate changes on cash and cash equivalents	(38,054)	35,741	603
Net (decrease) increase in cash and cash equivalents	(275,465)	713,174	(56,555)
Cash and cash equivalents at beginning of year	990,166	276,992	333,547
Cash and cash equivalents at end of year	<u>\$ 714,701</u>	<u>\$ 990,166</u>	<u>\$ 276,992</u>
<b>Supplemental disclosures of cash flow information</b>			
Cash paid during the year for:			
Income taxes	\$ 305,326	\$ 223,019	\$ 303,736
Interest	\$ 65,732	\$ 91,344	\$ 95,281

GENUINE PARTS COMPANY AND SUBSIDIARIES

RECONCILIATION OF GAAP NET INCOME FROM CONTINUING OPERATIONS TO ADJUSTED NET INCOME FROM CONTINUING OPERATIONS AND GAAP DILUTED NET INCOME FROM CONTINUING OPERATIONS PER COMMON SHARE TO ADJUSTED DILUTED NET INCOME FROM CONTINUING OPERATIONS PER COMMON SHARE  
(UNAUDITED)

(in thousands)	Three Months Ended December 31,		Twelve Months Ended December 31,	
	2021	2020	2021	2020
GAAP net income from continuing operations	\$ 255,999	\$ 171,632	\$ 898,790	\$ 163,395
Adjustments:				
Loss on software disposal (1)	—	—	61,063	—
Product liability damages award (2)	—	—	77,421	—
Goodwill impairment charge (3)	—	—	—	506,721
Restructuring costs (4)	—	11,010	—	50,019
Realized currency and other divestiture losses (5)	—	—	—	11,356
Gain on insurance proceeds related to SPR fire (6)	(3,862)	—	(3,862)	(13,448)
Gain on equity investments (7)	(10,229)	—	(10,229)	—
Inventory adjustment (8)	—	40,000	—	40,000
Transaction and other costs (9)	3,655	18,425	3,655	39,817
Total adjustments	(10,436)	69,435	128,048	634,465
Tax impact of adjustments	10,661	(20,089)	(29,828)	(32,822)
Adjusted net income from continuing operations	<u>\$ 256,224</u>	<u>\$ 220,978</u>	<u>\$ 997,010</u>	<u>\$ 765,038</u>

The table below represent amounts per common share assuming dilution:

(in thousands, except per share data)	Three Months Ended December 31,		Twelve Months Ended December 31,	
	2021	2020	2021	2020
GAAP net income from continuing operations per common share	\$ 1.79	\$ 1.18	\$ 6.23	\$ 1.13
Adjustments:				
Loss on software disposal (1)	—	—	0.42	—
Product liability damages award (2)	—	—	0.54	—
Goodwill impairment charge (3)	—	—	—	3.49
Restructuring costs (4)	—	0.08	—	0.34
Realized currency and other divestiture losses (5)	—	—	—	0.08
Gain on insurance proceeds related to SPR fire (6)	(0.03)	—	(0.03)	(0.09)
Gain on equity investments (7)	(0.07)	—	(0.07)	—
Inventory adjustment (8)	—	0.28	—	0.28
Transaction and other costs (9)	0.03	0.12	0.03	0.27
Total adjustments	(0.07)	0.48	0.89	4.37
Tax impact of adjustments	0.07	(0.14)	(0.21)	(0.23)
Adjusted diluted net income from continuing operations per common share	<u>\$ 1.79</u>	<u>\$ 1.52</u>	<u>\$ 6.91</u>	<u>\$ 5.27</u>
Weighted average common shares outstanding - assuming dilution	143,053	145,160	144,221	145,115

The table below clarifies where the items that have been adjusted above to improve comparability of the financial information from period to period are presented in the consolidated statements of income (loss).

(in thousands)	Three Months Ended December 31,		Twelve Months Ended December 31,	
	2021	2020	2021	2020
Cost of goods sold	\$ —	\$ 40,000	\$ —	\$ 53,495
Selling, administrative and other expenses	3,655	1,881	142,139	10,094
Restructuring costs	—	11,010	—	50,019
Goodwill impairment charge	—	—	—	506,721
Non-operating (income): Other	(14,091)	16,544	(14,091)	14,136
Total adjustments	<u>\$ (10,436)</u>	<u>\$ 69,435</u>	<u>\$ 128,048</u>	<u>\$ 634,465</u>

- (1) Adjustment reflects a loss on an internally developed software project that was disposed of due to a change in management strategy related to advances in alternative technologies.
- (2) Adjustment reflects damages reinstated by the Washington Supreme Court order on July 8, 2021 in connection with a 2017 automotive product liability claim.
- (3) Adjustment reflects a goodwill impairment charge related to the Company's European reporting unit.
- (4) Adjustment reflects restructuring costs related to the execution of the 2019 Cost Savings Plan. The costs are primarily associated with severance and other employee costs, including a voluntary retirement program, and facility and closure costs related to the consolidation of operations.
- (5) Adjustment reflects realized currency losses related to divestitures.
- (6) Adjustment reflects insurance recoveries in excess of losses incurred on inventory, property, plant and equipment and other fire-related costs related to the S.P. Richards Headquarters and Distribution Center.
- (7) Adjustment relates to gains recognized upon remeasurement of certain equity investments to fair value upon acquiring the remaining equity of those entities.
- (8) Adjustment reflects an increase to cost of goods sold due to the correction of an immaterial error related to the accounting in prior years for consideration received from vendors.
- (9) Adjustment for the twelve months ended December 31, 2021 include transaction and other costs related to acquisitions. For the twelve months ended December 31, 2020, adjustment includes a \$17 million loss on investment, \$10 million of incremental costs associated with COVID-19 and costs associated with certain divestitures. COVID-19 related costs include incremental costs incurred relating to fees to cancel marketing events and increased cleaning and sanitization materials, among other things.

GENUINE PARTS COMPANY AND SUBSIDIARIES  
CHANGE IN NET SALES SUMMARY  
(UNAUDITED)

Three Months Ended December 31, 2021

	Comparable Sales	Acquisitions	Foreign Currency	Other	GAAP Total Net Sales
Automotive	10.6 %	2.8 %	(0.2)%	(0.1)%	13.1 %
Industrial	12.5 %	— %	0.3 %	— %	12.8 %
<b>Total Net Sales</b>	<b>11.3 %</b>	<b>1.9 %</b>	<b>(0.1)%</b>	<b>(0.1)%</b>	<b>13.0 %</b>

Twelve Months Ended December 31, 2021

	Comparable Sales	Acquisitions	Foreign Currency	Other	GAAP Total Net Sales
Automotive	11.0 %	2.0 %	3.0 %	(0.5)%	15.5 %
Industrial	9.7 %	0.4 %	1.3 %	— %	11.4 %
<b>Total Net Sales</b>	<b>10.5 %</b>	<b>1.5 %</b>	<b>2.4 %</b>	<b>(0.3)%</b>	<b>14.1 %</b>

GENUINE PARTS COMPANY AND SUBSIDIARIES  
RECONCILIATION OF GAAP NET CASH PROVIDED BY OPERATING ACTIVITIES FROM CONTINUING OPERATIONS  
TO FREE CASH FLOW  
(UNAUDITED)

(in thousands)	Twelve Months Ended December 31,	
	2021	2020
Net cash provided by operating activities from continuing operations	\$ 1,258,285	\$ 2,014,522
Purchases of property, plant and equipment	(266,136)	(153,502)
<b>Free Cash Flow</b>	<b>\$ 992,149</b>	<b>\$ 1,861,020</b>



## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
CONTRACT COMPLIANCE & AUDIT UNIT

EEO MONITORING PROGRAM  
33 WEST STATE STREET  
P. O. BOX 206

TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

### ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Rev. 4/18

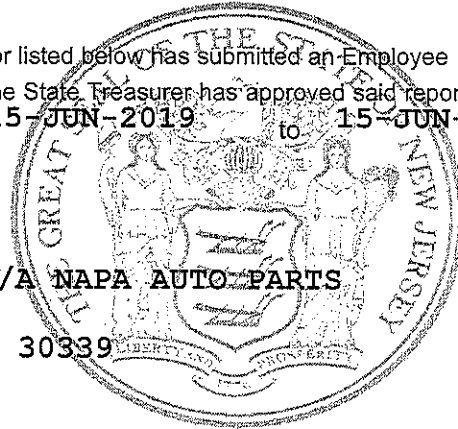
Certification 34653

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 JUN 2019** to **15 JUN 2022**

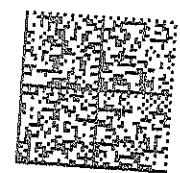
**GENUINE PARTS CO. D/B/A NAPA AUTO PARTS**  
**2999 WILDWOOD PARK**  
**ATLANTA GA 30339**



*Elizabeth Maher Muoio*

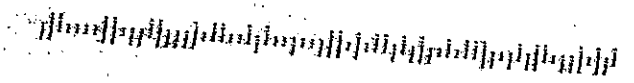
ELIZABETH MAHER MUOIO  
State Treasurer

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
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**GENUINE PARTS COMPANY**

**2021**

**SUSTAINABILITY  
REPORT UPDATE**





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GPC recommends viewing this report online versus printing.

# OVERVIEW

## ABOUT THIS REPORT

Genuine Parts Company (GPC) publishes a biennial Corporate Sustainability Report. This 2021 Sustainability Report Update is an interim report that highlights our initiatives and activities from January 1 to December 31, 2020, specifically our progress in promoting diversity, equity and inclusion (DE&I) and reducing our greenhouse gas (GHG) emissions.

This report is prepared in accordance with the reporting standards of the Sustainability Accounting Standards Board (SASB) and the Task Force on Climate-Related Disclosures (TCFD). SASB and TCFD information is found throughout this report and summarized in the indices on pages 20-23. You can learn more about our Company, our sustainability initiatives and related news at [www.genpt.com](http://www.genpt.com).

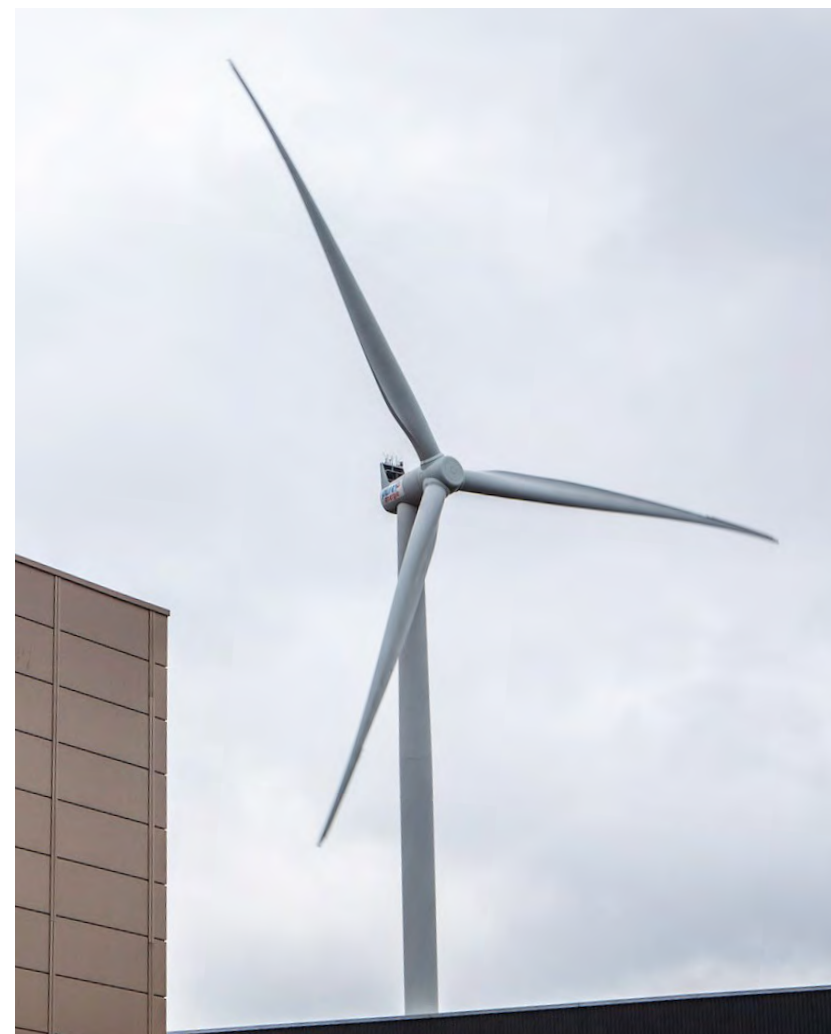
Some of the photos contained in this report were taken prior to the onset of COVID 19 pandemic and do not represent GPC protocols with respect to the pandemic, such as social distancing and the use of masks.

### FORWARD-LOOKING STATEMENTS

Some of the information contained in this report constitutes forward-looking statements that are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. All statements in the future tense and all statements accompanied by words such as “expect,” “likely,” “outlook,” “forecast,” “preliminary,” “would,” “could,” “should,” “position,” “will,” “project,” “intend,” “plan,” “on track,” “anticipate,” “to come,” “may,” “possible,” “assume” or similar expressions are intended to identify such forward-looking statements. The Company cautions that all forward-looking statements involve risks and uncertainties, and while we believe that our expectations for the future are reasonable in view of currently available information, you are cautioned not to place undue reliance on our forward-looking statements. Actual results or events may differ materially from those indicated as a result of various important factors, including, among other things, the extent and duration of the disruption to our business operations caused by the global health crisis associated with the COVID-19 pandemic and the other risks and uncertainties discussed in the Company’s latest SEC filings. The statements speak only as of the date they are made, and the Company undertakes no duty to update any forward-looking statements made in this report except as required by law. Actual results may vary materially and, as such, you are cautioned not to place undue reliance on these forward-looking statements. Please see GPC’s latest Form 10-K and subsequent SEC filings for a discussion of risk factors as they relate to forward-looking statements.

### MATERIALITY

The statements and data we discuss in this report are being provided because we believe they may be material sustainability topics for our stakeholders. Such statements and data are not necessarily material for financial reporting or regulatory reporting purposes.



## CEO MESSAGE

### DEAR STAKEHOLDERS,

With more than 18 years at Genuine Parts Company (GPC), I have witnessed the continued success of our global Company. However, 2020 tested us with one of the biggest challenges ever. The COVID-19 pandemic has caused tremendous pain and suffering, shutting down our lives for an extended period. As we transition to a new normal, we can look back and reflect on the adversities we overcame. The challenges we faced in the past year have provided opportunities for growth and unity, and we have become more adaptive to change.

Operating as a responsible corporate citizen has always been ingrained in our culture, and this past year accentuated the importance of supporting our people and our communities. We have focused on the safety and wellbeing of our teammates throughout transitions to working remotely and back to the office. Our legacy of giving back took on a new form through virtual volunteering and donations to communities and causes that truly make a difference.

We are proud of our teammates for their resilience and contributions to furthering our sustainability goals. We are taking steps to reduce the environmental footprint of our operations by reducing energy and emissions while increasing recycling opportunities across the globe. This past year, we also took further steps to move towards an even more equitable and diverse workplace with the hiring of a new Diversity, Equity and Inclusion (DE&I) Director and the formation of a DE&I Council.

We are proud of the progress we continue to make. For example, we have:

- ▶ Reduced our greenhouse gas emissions from utilities 36% from 2018 to 2020.
- ▶ Enforced sustainable supply chain policies among our vendors and continued to monitor their compliance with our social supply chain expectations.
- ▶ Continued our legacy of giving back by donating masks, gloves and more to communities and making monetary contributions to worthy causes.

Every day we strive to protect our people and the environment on our continued sustainability journey. We want to learn from our stakeholders and encourage your feedback on this sustainability update. Please email [sustainability@genpt.com](mailto:sustainability@genpt.com) to share your ideas and help us advance our sustainability progress to make a genuine difference.

“Operating as a responsible corporate citizen has always been ingrained in our culture, and this past year accentuated the importance of supporting our people and our communities. We are proud of our teammates for their resilience and contributions to furthering our sustainability goals.”



**PAUL DONAHUE**  
CHAIRMAN AND CHIEF  
EXECUTIVE OFFICER





## OUR BUSINESS

Genuine Parts Company (GPC) is a leading global distributor of automotive and industrial replacement parts. Founded in 1928, GPC's rich history and commitment to excellent service and quality products have made the Company a critical partner in our customers' success.

The Company's Automotive Parts Group represents 67% of GPC's total net sales and is the largest auto parts network across the globe. The automotive business distributes automotive replacement parts, accessories and service items throughout North America, Europe and Australasia from a product offering of more than 560,000 parts. These parts are sold primarily under the NAPA brand name to both Commercial (DIFM) and Retail (DIY) automotive aftermarket customers.

The Industrial Parts Group represents 33% of GPC's total net sales and includes Motion Industries in North America and Mi Asia Pac in Australasia. As a leading industrial distributor, this business offers access to more than 10 million industrial replacement parts and related supplies over 170,000 MRO (maintenance, repair and operations) and OEM (original equipment manufacturer) customers in all types of industries across North America and Australasia.



### GPC BY THE NUMBERS\*

COUNTRIES SERVED

15

EMPLOYEES

52,000

ANNUAL REVENUES

\$17.9B

LOCATIONS

10,538

WAREHOUSES

878

DISTRIBUTION FACILITIES

189

RETAIL (OWNED/INDEPENDENT)

9,471

### REVENUE BY REGION



NORTH AMERICA

74%



EUROPE

15%



AUSTRALASIA

11%

\* As of June 30, 2021

## CULTURE, MISSION AND VISION

### MISSION

- ▶ Employer of Choice
- ▶ Supplier of Choice
- ▶ Valued Customer
- ▶ Good Corporate Citizen
- ▶ Investment of Choice

### CULTURE

#### One Team and Culture

- ▶ Disciplined People, Plans and Performance
- ▶ Focused on the most critical initiatives
- ▶ Working Together as One GPC Team

### VISION

**One GPC Team**  
Working Together to Create  
Stakeholder Value

## SUSTAINABILITY PRINCIPLES AND MATERIAL ISSUES

At GPC, we are making strides on our journey to positively impact our shared Earth. In the past year, we have continued to execute our *Roadmap to Sustainability* strategic plan so we can meet the needs of our customers, attract talent to our business, benefit the communities in which we work and serve our shareholders – all while doing our best to help the environment. We prioritize lowering our carbon footprint, giving back to communities, and ensuring equality, equity and fair treatment for our employees, suppliers and customers.



### SUSTAINING OUR LIVING ENVIRONMENT

- ▶ Reduction of greenhouse gas (GHG) emissions, energy and water use, and waste
- ▶ Pilot program testing electric vehicle (EV) technology in certain markets.
- ▶ Integration of sustainability principles and best practices by our executives, sales teams, distribution centers, stores, vendors and supply chain



### SUSTAINING OUR DIVERSE AND INCLUSIVE WORKFORCE

- ▶ Weaving Diversity, Equity, and Inclusion strategies into the fabric of the Company
- ▶ Recruiting talent representative of the communities we serve
- ▶ Retaining and developing diverse talent
- ▶ Advancing pay equity
- ▶ Mitigating unconscious bias and modeling inclusive behaviors



### SUSTAINING OUR GIVING COMMUNITY

- ▶ Building and uplifting our communities
- ▶ Helping to close the education achievement gap in under-resourced communities
- ▶ Supporting hospitals, health centers, first responders and healthcare workers



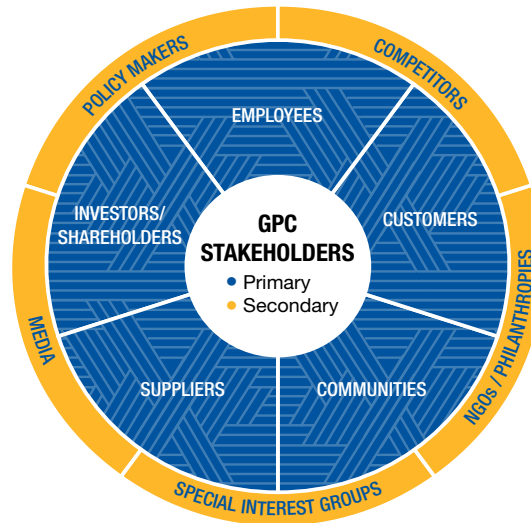


## STAKEHOLDER ENGAGEMENT

Our stakeholders consist of many individuals and groups across our value chain and beyond who are touched by our activities. We actively engage with internal and external stakeholders through a variety of channels to help us achieve our goal to be a world-class service organization.

We strongly believe that the continued success of our sustainability programs requires being responsive to the feedback from our employees, investors, suppliers, partners, communities and customers. To jumpstart our sustainability programs, we created a comprehensive list of potential material topics and included them in discussions with key internal stakeholders to get feedback on focus areas. We then discussed the prioritized topics with GPC management and conducted an internal assessment to structure our sustainability programs.

To further our sustainability progress in 2020, we surveyed our stakeholders to understand their perspectives and incorporate their feedback into our ESG strategy and decision-making. We used their feedback to improve existing programs and develop new initiatives. For example, although we have upheld human rights since our founding, in 2020 we formalized our practice and procedures into a Human Rights Policy in response to feedback from our stakeholders. Additionally, we created and shared a formal policy on political contributions. To engage with employees, we use the Company's bimonthly newsletter, *Aspire*, to educate and inform them on a wide range of sustainability issues and practices.



## INTERNATIONAL PROGRESS

GPC Asia Pacific is the largest automotive aftermarket parts and accessories supplier in Australia and New Zealand, operating under Repco and NAPA brands. With hundreds of stores, 12 advanced distribution centers and 6,200 employees, GPC Asia Pacific made significant sustainability progress in 2020. In addition to publishing its [ESG Charter](#), GPC Asia Pacific continued to focus on its Equal Opportunity Policy, which ensures all employees have equal opportunity in recruitment, promotion, transfer, training, and development. GPC Asia Pacific also developed strong ethical sourcing practices focused on assessing the risk of modern slavery in the supply chain and preventing human rights abuses. In addition to requiring that suppliers meet social responsibility standards and take corrective action when non-compliances are identified, they also

have an independent reporting hotline and web portal for the anonymous reporting of employee and customer concerns. Finally, in 2020 GPC Asia Pacific established the [GPC Asia Pacific Foundation](#) to play a more active role in caring for employee teammates and the communities in which they operate. The new foundation reflects the strong fundraising and charity support of GPC Asia Pacific employees.

Alliance Automotive Group (AAG), GPC's automotive business in Europe, also made progress in 2020 in the ESG areas. With a focus on employee wellbeing, the team implemented a number of new initiatives across its operations, including a work from home policy to accommodate a more flexible work schedule, financial wellness training, a partnership with fitness clubs for employees to exercise at a reduced cost, and a smoking cessation program. Additionally, in response to the recent catastrophic flooding in Germany, AAG teammates raised essential funds and volunteered their time to assist with relief efforts.

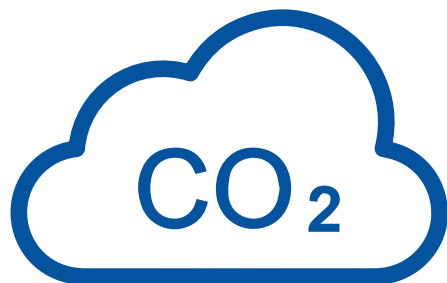
## GPC SUSTAINABILITY AMBASSADORS

Designed to advance sustainability throughout the Company and oversee on-the-ground management of GPC's sustainability program, the Sustainability Ambassadors include:

- ▶ EVP & Chief Human Resources Officer (CHRO)
- ▶ SVP of Investor Relations
- ▶ VP Compliance and Corporate Secretary
- ▶ VP Safety and Sustainability
- ▶ Director of Diversity, Equity and Inclusion
- ▶ Director of Risk Management
- ▶ Director of Community Relations
- ▶ Director of Safety, Environmental and OSHA
- ▶ Director of Safety, U.S. Automotive Group (USAG)

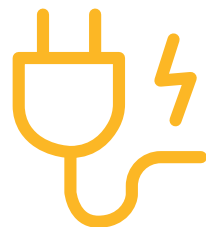


# SUSTAINABILITY HIGHLIGHTS\*



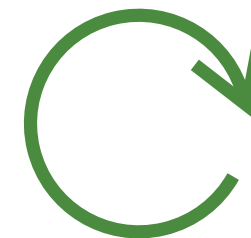
**36%**  
**REDUCTION**  
in GHG emissions from utilities since 2018

**62%**  
**REDUCTION**  
in GHG emissions per reporting site since 2018



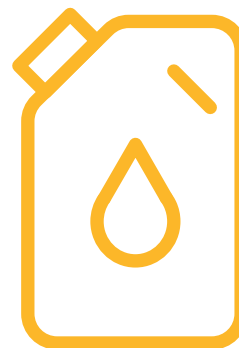
**35%**  
**REDUCTION**  
in electricity consumption since 2018

**36%**  
of U.S. electricity generation from renewable sources since 2018



**6,035 TONS**  
of recycled materials, the equivalent of preventing the release of 19 metric tons of greenhouse gases

**9%**  
**REDUCTION**  
in fuel consumption since 2018



**40%**  
**REDUCTION**  
in natural gas consumption since 2018

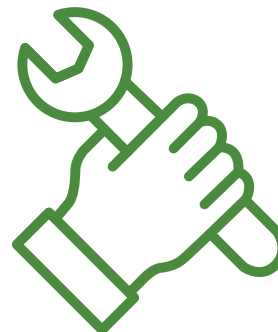


**38%**  
**REDUCTION**  
in overall water consumption since 2018

**\$514 million**  
**SPEND**

by Motion with small, disadvantaged or Historically Underutilized (HUBZone), and veteran, women or minority-owned businesses

**32%**  
**INCREASE**  
from 2019



\* We recognize that some of the decreases in our GHG emissions and energy and water usage over the course of 2020 likely reflect the impacts of COVID-19, including travel restrictions, populations working from home, and variable utilization of some of our facilities.



# PEOPLE

## SUSTAINING OUR WORKFORCE

GPC is a global Company with a rich blend of people, products and services coming together to make a difference in the lives of customers all over the world. More than ever before, we rely on the skills of our talented and diverse workforce as we pursue our growth objectives, expand our offerings and reach our sustainability goals.

## EMPLOYEE WELLBEING

GPC promotes a healthy lifestyle and encourages our teammates to prioritize their physical, financial and emotional wellbeing. In 2021, we expanded our employee wellbeing program to include social wellbeing as we look for new and creative ways to connect with each other and support our communities. Our program design recognizes that everyone has different life goals and there is no one size fits all for total wellbeing. As a result, the 2021 program also provided our teammates the ability to select from a variety of activities including the ability to make a blood donation, complete a financial wellness assessment and enroll in the Livongo® Diabetes Management Program so that they could succeed in the areas that matter most to them. All employees have access to the wellbeing program and a variety of other resources on our GPC wellbeing website.

## COVID-19 PROTOCOLS

We have seen the impact of the COVID-19 global pandemic firsthand and are committed to the health and wellbeing of our teammates. As the pandemic continues to impact our lives, our dedication to the health and safety of our employees, customers and communities has not wavered. We continuously monitor and follow guidance from the Centers for Disease Control (CDC) and enforce enhanced cleaning procedures and screening protocols. We provide protective equipment for our teammates and regularly employ our emergency relief fund to help those employees impacted by COVID-19. Teammates affected by COVID-19 are eligible to receive leaves of absence, as well as other forms of aid as support.





## DIVERSITY, EQUITY AND INCLUSION (DE&I)

GPC is and has always been committed to diversity, equity and inclusion (DE&I) throughout all levels of the organization. Our teammates around the world reflect the communities and cultures we serve. We aim to proactively engage, understand and draw on a variety of perspectives from individuals. We believe in a work environment built on respect, dignity and fairness towards everyone; where people feel a sense of belonging, and all voices are welcome and valued. We denounce racism and bigotry wherever it exists and support those who peacefully further the ideals of inclusiveness, non-violence and equal treatment.

To advance our commitment to DE&I, in 2021 we established a formal Director of DE&I position and strengthened our equal employment opportunity policies. In addition, we transitioned our DE&I Committee into a formal DE&I Leadership Council comprised of representatives from throughout the organization and tasked with promoting and advancing qualified individuals of all backgrounds and experiences. Going forward, our goal is to increase diversity at all levels, from the Board of Directors through management and non-management positions, using internal advancement and promotion as well as external recruitment, hiring and retention of qualified females and minorities. To attract and engage with the next generation of leaders from underrepresented groups, we have increased our support for the United Way’s African American Partnership (AAP) and Young Professional Leaders (YPL) programs.

### PEOPLE OF COLOR REPRESENTATION AT GPC\*

**21.5%**  
of U.S. Managers

**32.1%**  
of U.S. Non-Managers

**15.4%**  
of the Board of Directors

### FEMALE REPRESENTATION AT GPC\*

**19.9%**  
of U.S. Managers

**21.3%**  
of U.S. Non-Managers

**30.8%**  
of the Board of Directors

### MILITARY REPRESENTATION AT GPC

**4.2%**  
of U.S. Workforce

\* From 2019 EEO-1 Report

### GPC’s ongoing and future DE&I initiatives include:

- ▶ Increase the recruitment of diverse talent including expanding relationships with Historically Black Colleges and Universities (HBCU)
- ▶ Development, retention and succession planning of employees
- ▶ Unconscious bias training to 300 executive and senior leaders and an additional 2,500 managers and supervisors
- ▶ \$1,500 scholarships to dependents of GPC employees with HBCU students strongly encouraged to apply
- ▶ Alignment of corporate giving with DE&I principles and goals
- ▶ Collaboration with organizations that support women
- ▶ Recruitment and engagement of more women as owners of NAPA stores
- ▶ Company-wide supplier diversity program
- ▶ Monthly speaker series that highlights women’s history, Asian history, autism awareness, and lesbian, gay, bisexual, transgender, and queer-plus history, among others
- ▶ Formation of Business Resource Groups

“At Genuine Parts Company, we are committed to building the highest-performing teams through the power of diversity and inclusion while providing equitable growth opportunities to our colleagues around the world.

Our integrated approach to diversity, equity and inclusion across our key stakeholder group of employees, customers, suppliers, shareholders and the communities where we live and work will allow us to harness the dynamics of different backgrounds, perspectives and shared experiences.”

**LETTY ASHWORTH**  
GPC DIRECTOR OF DIVERSITY,  
EQUITY AND INCLUSION





## SUPPLIER DIVERSITY

At GPC, one of our key diversity initiatives is to use diverse suppliers whenever possible.

For example, our Motion Industries business unit has more than 8,100 active diverse suppliers. By the end of 2020, Motion had spent \$514 million with small, disadvantaged or Historically Underutilized (HUBZone), and veteran, women or minority-owned businesses—an increase of 32% from 2019.

**\$514**  
Million

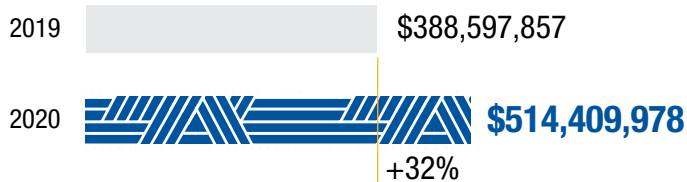
**8,100+**  
Active Diverse Suppliers

**286**  
Active Certified by National Minority Supplier Development Council (NMSDC) and Women’s Business Enterprise National Council (WBENC)

### MOTION SUPPLIER DIVERSITY PROGRAM SPEND BY DIVERSE SUPPLIER CATEGORY EOY 2020



### MOTION SUPPLIER DIVERSITY PROGRAM SPEND IN 2020 VS 2019



## GPC DIVERSITY, EQUITY & INCLUSION (DE&I) LEADERSHIP COUNCIL MEMBERS

- ▶ EVP & CHRO as Executive Sponsor
- ▶ SVP Employee Experience as Advisor
- ▶ SVP Finance & Chief Accounting Officer
- ▶ VP Compliance and Corporate Secretary
- ▶ VP HR Field Operations (NAPA AUTO PARTS)
- ▶ VP Marketing (NAPA AUTO PARTS)
- ▶ VP Information Technology
- ▶ VP Safety and Sustainability
- ▶ Sr. Director Strategic Communications
- ▶ Sr. Director Talent Management
- ▶ Sr. Director Human Resources
- ▶ Director Diversity, Equity and Inclusion
- ▶ Director Strategic Business Transformation
- ▶ Sr. Manager Risk, Compliance and Benefits (Motion Industries)



# PLANET

## ENERGY AND EMISSIONS

At GPC, we recognize that our global operational footprint comes with tremendous responsibility and opportunity to make a difference. We are constantly striving to find new ways to conduct business in a manner that protects the environment, conserves natural resources, and complies with the laws and regulations that protect our planet.

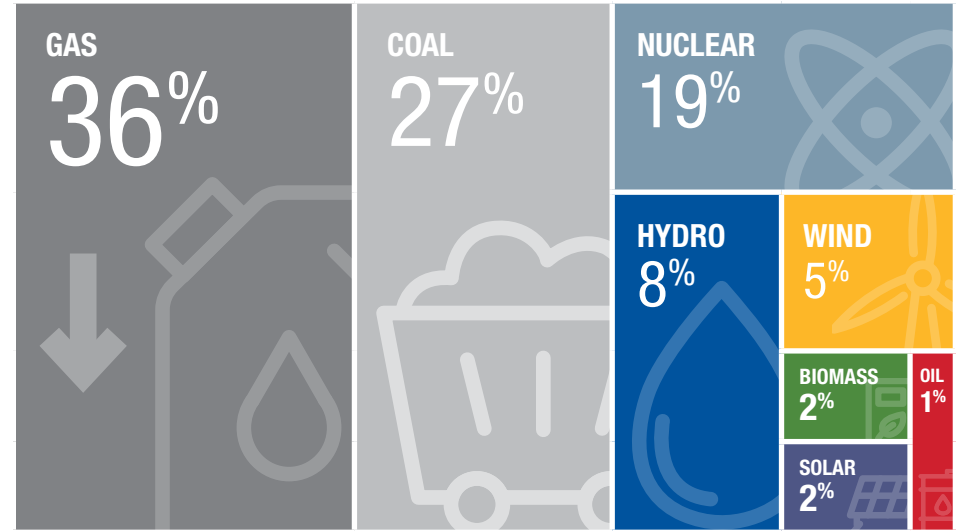
**In 2020, we took further steps to address our two major impact areas—energy and fuel consumption.** We recognize that some of the decreases in our GHG emissions and energy and water usage over the course of 2020 likely reflect the impacts of COVID-19 (including travel restrictions, populations working from home, and variable utilization of some of our facilities). We have also made strides towards reducing our GHG emissions by conserving water and energy resources, reducing waste, and sourcing responsibly with vendors that are as equally committed to the protection of the environment as we are. In the past three years, we have decreased our total GHG emissions from utilities by 36% overall and the emissions per reporting site by 62%. Our electricity consumption is down 35% since 2018, and our gas consumption is down 40%. We are proud to share that 36% of GPC’s U.S. electricity generation is from renewable energy sources. An estimated 10,126,240 pounds of greenhouse gas emissions have been avoided since the first solar installation at our North American facilities.



Alliance Automotive Group - Benelux generates sustainable energy from wind turbines to power its distribution center.

Looking ahead, we are developing more in-depth reporting and emission reduction plans. We recognize that climate change is an existential threat globally and are working to formalize our approach to reducing carbon emissions. By developing a formal emissions reduction plan and climate risk management strategy, we aim to set science-based reduction targets for carbon emissions.

## ENERGY SOURCES IN 2020



### ELECTRICITY CONSUMPTION (kWh)



### GAS CONSUMPTION (THERMS)



### TOTAL GHG EMISSIONS FROM UTILITIES (LBS CO<sub>2</sub>)



### TOTAL CO<sub>2</sub> EMISSIONS FROM UTILITIES (LBS CO<sub>2</sub>/SITE)



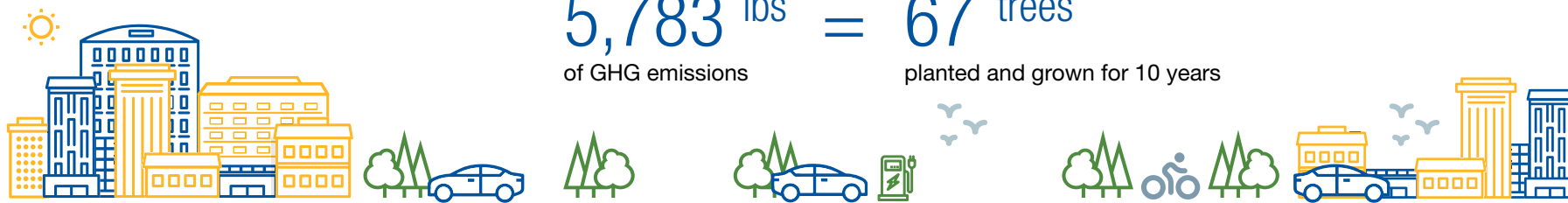


EV PILOT PROGRAM GHG EMISSIONS REDUCTION

5,783 lbs = 67 trees

of GHG emissions

planted and grown for 10 years



**BUILDINGS**

Because GPC facilities account for the vast majority of our annual energy usage, we aggressively seek solutions to improve energy efficiency in every building we operate, with a particular focus on our larger buildings like distribution centers and corporate campuses.

As a result of the installation of heating, ventilation and air conditioning (HVAC) controls in our stores and distribution centers since 2017, we saved 3.92 kilowatt hours (kWh) and have prevented the release of 6.18 pounds (lbs) of GHG emissions. Light emitting diode (LED) lighting retrofits have saved an additional 33.75 kWh and 55.38 lbs. of GHG emissions. In addition, we utilized motion-sensing lighting in our corporate headquarters to eliminate unwarranted energy usage.

**FLEET**

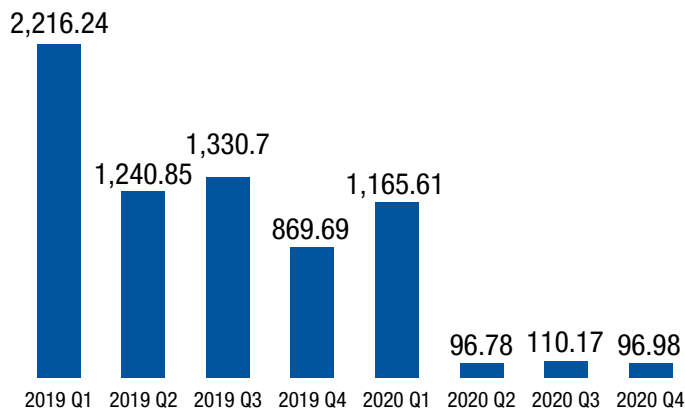
Almost three years ago, we began the process of developing an electric vehicle (EV) pilot program within our automotive business by installing charging stations, and officially launched the program in 2020 with all-electric Chevy Bolts. The Chevy Bolt EV travels 259 miles per charge, making it an optimal vehicle for low-carbon product delivery. Since the inception of this program, we have avoided 5,783 lbs of GHG emissions, the equivalent of planting 67 trees and letting them grow for ten years. Our EV pilot program also provides a deeper understanding of the electric vehicle market so that our business model can adapt and expand to serve new customers.

**EMPLOYEE AND TEAM TRAVEL**

We have begun estimating the emissions associated with employee and team travel. With travel limited in 2020 due to COVID-19, travel-related GHG emissions decreased 96%. We hope to maintain a diminished travel footprint going forward by using virtual meetings and other online technologies for team, supplier, and customer collaboration.

**CARBON FOOTPRINT FROM TRAVEL (IN CARBON DIOXIDE (CO<sub>2</sub>) TONS)**

**% CHANGE FROM 2018 TO 2020†**



**-36%**  
Total CO<sub>2</sub> Emissions from Utilities (lbs CO<sub>2</sub>)

**-40%**  
CO<sub>2</sub> Emissions from Gas (lbs CO<sub>2</sub>)

**-35%**  
CO<sub>2</sub> Emissions from Electricity (lbs CO<sub>2</sub>)

**-62%**  
Total CO<sub>2</sub> Emissions from Utilities (lbs CO<sub>2</sub>/site)

**-83%**  
CO<sub>2</sub> Emissions from Gas (lbs CO<sub>2</sub>/site)

**-80%**  
CO<sub>2</sub> Emissions from Electricity (lbs CO<sub>2</sub>/site)

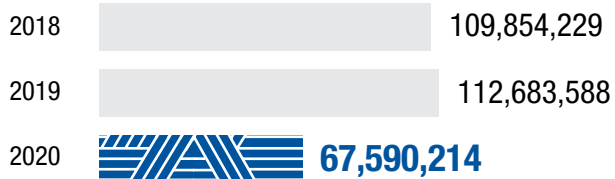
† We recognize that some of the decreases in our GHG emissions and energy and water usage over the course of 2020 likely reflect the impacts of COVID-19, including travel restrictions, populations working from home and variable utilization of some of our facilities.



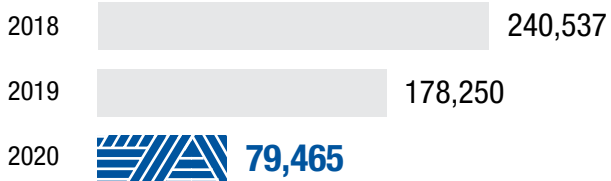
## WATER CONSUMPTION

GPC is taking steps to do our part to conserve and limit our consumption of water. We are proud to share that **our water consumption has decreased by 38% and gallon per site used has decreased by 67% since 2018**, thanks to the implementation of water conservation measures. Many of our facilities have been updated with low-flow devices and motion-sensing fixtures to automatically shut off faucets in kitchens, breakrooms and restrooms. We also conduct regular inspections of water lines to identify and repair pipe leakage, as well as calibrate our sprinkler usage according to rainfall, season and soil type.

### WATER GALLONS BY SITE



▼ **38%**  
since 2018



▼ **67%**  
gallons per site





# PURPOSE

## SUSTAINING OUR COMMUNITY



As the world continues to battle and recover through the COVID-19 pandemic, we are doing our part to help those not only impacted by this pandemic but also those community-based organizations with their boots on the ground. We continue to maximize our impact through ongoing awareness education, fundraising and volunteer opportunities.

In 2020, we introduced YourCause + Blackbaud, a service provider to connect our teammates with volunteer and fundraising opportunities wherever they are located. Through this portal, teammates can make a one-time or recurring donation via payroll deduction or credit card to their favorite GPC charity or an organization of their preference. YourCause has provided our teammates with an easy and efficient way to continually live our mission by supporting our communities.

“Beginning in 1928 with our founder, Carlyle Fraser, GPC has always been a huge advocate for giving back to the communities we serve. He used to say, ‘if you’re not giving back to the community, you’re not doing it right.’ We have continued to honor this philosophy over the years through our long-standing tradition of community service and active engagement.”



**VENITIA SMITH**  
DIRECTOR OF EMPLOYEE AND COMMUNITY RELATIONS

## NAPA AUTO PARTS SUPPORTS NATIONAL CHILDHOOD CANCER MONTH



In September 2021, NAPA Auto Parts, Children’s Healthcare of Atlanta, Hendrick Motorsports and the Chase Elliott Foundation brought the seven winners of the DESI9N TO DRIVE campaign, also courageous childhood cancer fighters — including Mary Frances Webb, pictured here with GPC Board member and President & CEO of Children’s Healthcare of Atlanta Donna Hyland — to see an Atlanta Braves game with Nascar legends Jeff Gordon, Bill Elliot, Rick Hendrick and Chase Elliott. Joined by GPC Chairman and CEO Paul Donahue and EVP and CFO Carol Yancey, the patients and their families were able to see special race team gloves, helmets and suits they had designed in action. Learn more via this [video](#).

## AMERICAN HEART ASSOCIATION

Each February, GPC supports the American Heart Association with our Go Red campaign. Teammates across the Company are encouraged to share photos of themselves wearing red, participate in fundraising activities and learn more about ways to prevent heart disease.

## CAPTAIN PLANET FOUNDATION

GPC is proud to support the Atlanta-based Captain Planet Foundation, which engages and empowers young people to be problem solvers for the planet through programs focused on gardening and cooking, ocean conservation, endangered species protection and more. GPC is a sponsor of the Captain Planet Foundation 30th Year Gala in November 2021 and hopes to partner with the organization to improve recycling in the Company's Georgia-based stores.

## COAT DRIVE

Every January, GPC's corporate headquarters organizes a coat drive in partnership with a local nonprofit that provides housing for homeless teenagers and children and those who have been abused, neglected, and abandoned.

## EARTH DAY

GPC celebrates Earth Day every year with events at offices and retail locations across the country. Many U.S. locations plant trees or small gardens to mark the day. In addition, GPC has also collected cell phones, computers, tablets and other electronics to securely wipe and then donate to low-income families, school children or U.S. military service members.



## EDUCATION OUTREACH

Every February, GPC corporate headquarters hosts a volunteer day with Junior Achievement, inviting teammates to speak to fifth and sixth grade students about finance, budgeting and the importance of a good education. GPC also partners with Big Brothers, Big Sisters to provide mentorship to third, fourth and fifth grade students.

## INTREPID FALLEN HEROES FUND

Since 2018, GPC has supported the Intrepid Fallen Heroes Fund, which provides care for military personnel suffering from traumatic brain injury, post-traumatic stress disorder, and amputations. During June and July, NAPA customers can donate via their local store, and employees can also contribute by purchasing t-shirts or hats or by making a direct donation to the Fund.

## INTERNATIONAL RED CROSS

GPC continues its long-standing partnership with the International Red Cross by facilitating blood drives at stores and other locations around the world, including on the corporate headquarters campus. Over the course of 2020 and mid-2021, GPC held over 180 blood drives in North America and Australasia.

## CITY OF REFUGE – NAPA AUTO SKILLS TRAINING CENTER

The NAPA Auto Skills Training Center, located in the heart of Atlanta, GA, provides a 15-week full-service auto mechanic training program for individuals who face obstacles to employment, providing instruction in ten different areas of auto mechanics and assisting graduates with job placement. In 2015, the NAPA Auto Skills Training Center revved up at City of Refuge, a non-profit organization that partners with individuals and families in crisis to clear a path out of poverty into a thriving community. The accomplishments of this incredible group of newly trained automotive technicians include the CDX Auto certification, multiple SP2 certifications, MAC609 and the entry MLR ASE certification. Class #14 graduated during the summer of 2021, and all graduates secured employment at independent shops, metro Atlanta dealerships, or other partner employers seeking qualified team members.

## COVID-19 OUTREACH

During the past year, GPC has supported those communities hardest hit by the COVID-19 pandemic, including healthcare workers, first responders and frontline workers. We have donated food, care packages, cleaning supplies, automotive services, NAPA-brand product discounts, and financial support to individuals and organizations in need. Our stores across the country also donated thousands of masks and gloves to Atlanta-area medical organizations such as Campbell County Memorial Hospital, Bryan Health facilities, the Kosciusko County Health Department, and others.





# GOVERNANCE

## OUR BOARD



**ELIZABETH CAMP**  
President & CEO, DF Management, Inc.



**RICHARD COX, JR.**  
Chief Information Officer, Cox Enterprises



**PAUL DONAHUE**  
Chairman & CEO, Genuine Parts Company



**GARY FAYARD**  
Retired CFO, The Coca-Cola Company



**P. RUSSELL HARDIN**  
President, Robert W. Woodruff Foundation



**JOHN HOLDER**  
Chairman & CEO, Holder Properties



**DONNA HYLAND**  
President & CEO, Children's Healthcare of Atlanta



**JOHN JOHNS**  
Retired Chairman & CEO, Protective Life Corporation



**JEAN-JACQUES LAFONT**  
Co-Founder & Executive Chairman, Alliance Automotive



**ROBERT LOUDERMILK, JR.**  
President & CEO, The Loudermilk Companies



**WENDY NEEDHAM**  
Retired Managing Director, Global Auto Research, Credit Suisse First Boston



**JULIETTE PRYOR**  
General Counsel & Corporate Secretary, Albertsons Companies



**E. JENNER WOOD**  
Retired Executive Vice President, SunTrust Banks, Inc.

### BOARD SNAPSHOT

DIVERSE

46%



6 OUT OF 13 DIRECTORS ARE DIVERSE\*

INDEPENDENT

85%



11 OUT OF 13 DIRECTORS ARE INDEPENDENT

AVERAGE BOARD TENURE

7.5 YEARS



3 11+ years  
4 0-5 years  
6 6-10 years

31% 5 YEARS OR LESS

FEMALE

31%



4 OUT OF 13 DIRECTORS ARE WOMEN

AVERAGE AGE

62 YEARS



3 DIRECTORS ARE IN THEIR 50s AND 10 DIRECTORS ARE IN THEIR 60s

\* Gender, race/ethnicity, and/or nationality



The GPC Board of Directors exercises oversight of the Company and is committed to strong corporate governance. Three new directors were added during 2020 and 2021 to further diversify our expertise and perspectives.

Our most recent addition, Juliette Pryor, joins with extensive experience as a general counsel and corporate secretary in the grocery retail industry. Ms. Pryor brings an extraordinary combination of skills and experience that will serve the Board, GPC, and our stakeholders well. These recent additions bring the total number of directors to 13, 11 of whom are independent, four of whom are women, and almost half are diverse.

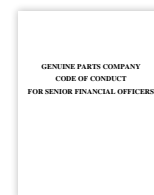
The Board of Directors receives an ESG update at every Board meeting. The Company continues to integrate corporate responsibility and environmental stewardship principles, business ethics, and community values into our corporate strategy, policies, practices, and procedures.

In 2020, the charter of the Board’s Compensation, Nominating and Governance Committee was changed to oversee and guide the strategy of the Company’s ESG initiatives, including talent management programs and processes. The Committee periodically reviews the Company’s DE&I initiatives and assesses GPC’s corporate culture.

## RELATED POLICIES AND GOVERNANCE DOCUMENTS:



**CODE OF CONDUCT**



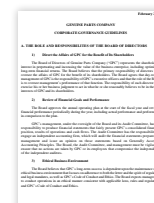
**CODE OF CONDUCT FOR SENIOR FINANCIAL OFFICERS**



**COMPENSATION, NOMINATING, AND GOVERNANCE COMMITTEE CHARTER**



**AUDIT COMMITTEE CHARTER**



**CORPORATE GOVERNANCE GUIDELINES**



**HUMAN RIGHTS POLICY**



**POLITICAL CONTRIBUTIONS POLICY**



**PROXY STATEMENT**



**ANNUAL REPORT**



# APPENDICES

## GENUINE PARTS COMPANY 2020 SASB INDEX

### MULTILINE AND SPECIALTY RETAILERS & DISTRIBUTORS STANDARD

SASB CODE	ACCOUNTING METRIC	CATEGORY	UNIT OF MEASURE	ANSWER, CROSS-REFERENCE, OMISSIONS, AND EXPLANATIONS								
<b>Energy Management in Retail &amp; Distribution</b>												
CG-MR-130a.1	(1) Total energy consumed, (2) percentage grid electricity, (3) percentage renewable	Quantitative	Gigajoules (GJ), Percentage (%)	GPC 2020-2021 Sustainability Report, Planet, Energy and Emissions, pp. 13: GPC used approximately 498,712 GJ in 2020. 36% of GPC's U.S. electricity generation is from renewable sources.								
<b>Data Security</b>												
CG-MR-230a.1	Description of approach to identifying and addressing data security risks	Discussion and Analysis	n/a	GPC 2019-2020 Corporate Sustainability Report, Data Privacy and Cyber Security, pp.10 2021 Proxy Statement: Board Oversight of Risk, pp. 16-17								
CG-MR-230a.2	(1) Number of data breaches, (2) percentage involving personally identifiable information (PII), (3) number of customers affected	Quantitative	Number, Percentage (%)	GPC did not experience a reportable data breach during the reporting period. Our cyber incident response plan provides the framework for incident identification, assessment, management and impact mitigation.								
<b>Labor Practices</b>												
CG-MR-310a.1	(1) Average hourly wage and (2) percentage of in-store employees earning minimum wage, by region	Quantitative	Reporting currency, Percentage (%)	GPC is not disclosing average hourly wage because we consider it sensitive competitive data. 100% of our in-store employees earn at least minimum wage (Federal/State/Municipal) in every U.S. region.								
CG-MR-310a.2	(1) Voluntary and (2) involuntary turnover rate for in-store employees	Quantitative	Rate	<b>2020 TURNOVER RATES<sup>1</sup></b> <table border="1"> <tr> <td><b>Total Turnover Rate</b></td> <td><b>42.8%</b></td> </tr> <tr> <td>Voluntary Turnover</td> <td>32.6%</td> </tr> <tr> <td>Involuntary Turnover</td> <td>5.9%</td> </tr> <tr> <td>Turnover Due to Job Elimination</td> <td>3.2%</td> </tr> </table>	<b>Total Turnover Rate</b>	<b>42.8%</b>	Voluntary Turnover	32.6%	Involuntary Turnover	5.9%	Turnover Due to Job Elimination	3.2%
<b>Total Turnover Rate</b>	<b>42.8%</b>											
Voluntary Turnover	32.6%											
Involuntary Turnover	5.9%											
Turnover Due to Job Elimination	3.2%											
CG-MR-310a.3	Total amount of monetary losses as a result of legal proceedings associated with labor law violations	Quantitative	Reporting currency	Monetary losses as a result of legal proceedings associated with labor law violations during the reporting period were an immaterial amount.								

<sup>1</sup> Data is accurate as of June 1, 2020 and covers the retail employees of our U.S. Automotive Parts Group.



SASB CODE	ACCOUNTING METRIC	CATEGORY	UNIT OF MEASURE	ANSWER, CROSS-REFERENCE, OMISSIONS, AND EXPLANATIONS
<b>Workforce Diversity &amp; Inclusion</b>				
CG-MR-330a.1	Percentage of gender and racial/ethnic group representation for (1) management and (2) all other employees	Quantitative	Percentage (%)	GPC 2020-2021 Sustainability Report: People, pp. 11
CG-MR-330a.2	Total amount of monetary losses as a result of legal proceedings associated with employment discrimination	Quantitative	Reporting currency	Monetary losses as a result of legal proceedings associated with employment discrimination during the reporting period were an immaterial amount.
<b>Product Sourcing, Packaging &amp; Marketing</b>				
CG-MR-410a.1	Revenue from products third-party certified to environmental and/or social sustainability standards	Quantitative	Reporting currency	GPC does not disclose this.
CG-MR-410a.2	Discussion of processes to assess and manage risks and/or hazards associated with chemicals in products	Discussion and Analysis	n/a	2019-2020 GPC Corporate Sustainability Report, Planet, pp. 21
CG-MR-410a.3	Discussion of strategies to reduce the environmental impact of packaging	Discussion and Analysis	n/a	2019-2020 GPC Corporate Sustainability Report, Planet, pp. 20
SASB CODE	ACTIVITY METRIC	CATEGORY	UNIT OF MEASURE	ANSWER, CROSS-REFERENCE, OMISSIONS, AND EXPLANATIONS
CG-MR-000.A	Number of: (1) retail locations and (2) distribution centers	Quantitative	Number	Branch and Store Locations ~ 1,429 Distribution Centers ~ 69
CG-MR-000.B	Total area of: (1) retail space and (2) distribution centers	Quantitative	Square meters (m <sup>2</sup> )	Retail and Branch ~ 13,805,582 Distribution Center ~ 6,310,444



## GENUINE PARTS COMPANY 2020 TCFD INDEX

We are committed to providing transparency on our climate change risk management and governance. The Task Force on Climate-related Financial Disclosures (TCFD) has developed voluntary, consistent climate-related financial risk disclosures for use by companies in providing information to stakeholders. A summary of our response to the TCFD-recommended disclosures is below, with references to where related information can be found in either this report or in other public documents.

TOPIC	DISCLOSURE	ANSWER, CROSS-REFERENCE, OMISSIONS, AND EXPLANATIONS
<p><b>Governance:</b> Disclose the organization's governance around climate-related risks and opportunities.</p>	<p>Our Board, guided the Genuine Parts Company Corporate Governance Guidelines, is responsible for the strategic direction to the Company and the management of risk to the Company. This includes Environmental, Social, and Governance (ESG) oversight by the Compensation, Nominating, and Governance (CNG), Committee of the Board of Directors, which is comprised of all independent Directors. At each meeting, the CNG Committee is provided a full update on the Company's ESG initiatives, risks, and opportunities including those related to the environment and climate change. The full Board also receives an update on climate-related risk and opportunities from the Chair of the CNG Committee at each Board meeting as well as from management. Learn more about our Board governance in our 2021 Proxy Statement and in our Committee Charters available on our Investor Relations website.</p> <p>The Company's management team engages its stakeholders each year to assess what is important to each of them as it relates to all areas of ESG, including climate-related risk. The Sustainability Committee, an internal Committee comprised of senior leadership including the Chief Human Resources Officer, the Vice President of Safety and Sustainability, and the Vice President - Compliance and Corporate Secretary, provides strategic direction and oversight of the Company's ESG and sustainability initiatives. The Sustainability Committee meets quarterly and updates the CNG Committee and the Board on a regular basis. The Company is currently formalizing its plans to reduce carbon emissions and engage experts in the area to help systematically measure and reduce such emissions.</p>	<p>GPC 2020-2021 Sustainability Report, Governance, pp. 18-19; 2021 Proxy Statement Page 17-19; GPC 2019-2020 Corporate Sustainability Report; Corporate Governance Guidelines; Committee Charters</p>



TOPIC	DISCLOSURE	ANSWER, CROSS-REFERENCE, OMISSIONS, AND EXPLANATIONS
<p><b>Strategy:</b> Disclose the actual and potential impacts of climate-related risks and opportunities on the organization's businesses, strategy, and financial planning where such information is material.</p>	<p>Genuine Parts Company's Sustainability Committee completed the GPC Sustainability Roadmap in 2017, consulting Global Reporting Initiative (GRI) sustainability reporting standards and the Sustainability Accounting Standards Board (SASB) standards to determine the material focus areas for GPC's sustainability program. The Company's commitment to its people, the planet, and giving back are the framework of the sustainability focus areas. Our risks and opportunities are detailed in our 2020 Sustainability Report, this 2021 Sustainability Report Update, and the risk-factors section of our 2020 Annual Report.</p>	<p>GPC 2020-2021 Sustainability Report, Sustainable Principles and Material Issues, pp. 7 ; 2020 Annual Report</p>
<p><b>Risk Management:</b> Disclose how the organization identifies, assesses, and manages climate-related risks.</p>	<p>Genuine Parts Company's Internal Audit team facilitates the use of the Company's Enterprise Risk Management Framework (RMF) to define, measure, and monitor risk across the organization. The RMF establishes a common language and methodology to measure and prioritize risks and opportunities and define a process for monitoring risk. As part of this framework, there is an enterprise risk rating scale that provides guidelines for risk scoring/magnitude. The Board has overall responsibility for risk oversight, with the Audit Committee assisting the Board in performing this function. The Board's role is to oversee the Company's enterprise risk management (ERM) programs, including risk assessment and risk management processes and policies used to identify, assess, monitor and address potential financial, compensation, operational, strategic and legal risks on an enterprise-wide basis. Our 2021 Sustainability Report Update outlines our proactive approach to reduce climate-related impacts across our business. This includes information about our efforts to improve energy efficiency in all of our operations, reduce our carbon footprint, and embed sustainability into our operations and value chain.</p>	
<p><b>Metrics and Targets:</b> Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.</p>	<p>The Company is in the beginning stages of measuring, assessing, and analyzing its global carbon emissions and plans to set science based targets in 2022.</p>	



## GENUINE PARTS COMPANY

Genuine Parts Company  
2999 Wildwood Pkwy  
Atlanta, GA 30339

**NAPA DISTRIBUTION CENTERS - UNITED STATES**

NAPA DC Name	DC Abbreviation	NAPA DC Address
NAPA Albany DISTRIBUTION CENTER	ALB	301 WOLF ROAD
NAPA Albuquerque DISTRIBUTION CENTER	ALQ	1510 SECOND STREET NW
NAPA Altoona DISTRIBUTION CENTER	ALT	500 3RD AVE
NAPA Alaska DISTRIBUTION CENTER	ANC	6220 ELECTRON DRIVE
NAPA Atlanta DISTRIBUTION CENTER	ATL	5420 PEACHTREE INDUSTRIAL BLVD
NAPA Billings DISTRIBUTION CENTER	BIL	5320 SOUTHGATE DRIVE
NAPA Birmingham DISTRIBUTION CENTER	BIR	701 NORTH 39TH STREET
NAPA Boston DISTRIBUTION CENTER	BOS	840 WOBURN STREET
NAPA Buffalo DISTRIBUTION CENTER	BUF	2401 WEHRLE DR
NAPA Carrollton DISTRIBUTION CENTER	CAR	1233 LINCOLN AVENUE N.W.
NAPA Charlotte DISTRIBUTION CENTER	CHA	9908 JOHN PRICE ROAD
NAPA Chicago DISTRIBUTION CENTER	CHI	700 ENTERPRISE COURT
NAPA Charleston DISTRIBUTION CENTER	CHS	130 WEST 19TH ST
NAPA Columbus DISTRIBUTION CENTER	COL	2665 W DUBLIN GRANVILLE ROAD
NAPA Connecticut DISTRIBUTION CENTER	CON	1260 NEWFIELD STREET
NAPA Carlisle DISTRIBUTION CENTER	CRL	9 ELEANOR DRIVE
NAPA Dallas DISTRIBUTION CENTER	DAL	635 FREEPORT PARKWAY
NAPA Delaware DISTRIBUTION CENTER	DEL	690 NORTH BROAD STREET
NAPA Denver DISTRIBUTION CENTER	DEN	2101 E HIGHWAY 224
NAPA Des Moines- DISTRIBUTION CENTER	DM	2222 East Douglas Avenue
NAPA Fresno DISTRIBUTION CENTER	FRE	5675 EAST CLINTON AVENUE
NAPA Grand Rapids DISTRIBUTION CENTER	GR	3402 PATTERSON AVENUE
NAPA Hawaii DISTRIBUTION CENTER	HAW	94-141 LEOWAENA STREET
NAPA Houston DISTRIBUTION CENTER	HOU	15935 SELLERS ROAD
NAPA High Point DISTRIBUTION CENTER	HP	600 GALLIMORE DAIRY ROAD
NAPA Indianapolis DISTRIBUTION CENTER	IND	5421 WEST SOUTHERN AVENUE
NAPA Jackson DISTRIBUTION CENTER	JAC	1570 WEST HIGHLAND DRIVE
NAPA Jacksonville DISTRIBUTION CENTER	JAX	1090 HAINES ST
NAPA Kansas City DISTRIBUTION CENTER	KC	250 OSAGE AVE
NAPA Los Angeles DISTRIBUTION CENTER	LA	2191 BURGUNDY PLACE
NAPA Maine DISTRIBUTION CENTER	MAI	180 LARRABEE ROAD
NAPA Memphis DISTRIBUTION CENTER	MEM	7415 HWY 64
NAPA Miami DISTRIBUTION CENTER	MIA	9250 NORTHWEST 58TH ST
NAPA Minneapolis DISTRIBUTION CENTER	MIN	7400 WEST 27TH ST
NAPA Mount Vernon DISTRIBUTION CENTER	MV	1000 SOUTH 45TH ST
NAPA Nashville DISTRIBUTION CENTER	NTN	115 Logistics Drive
NAPA New Jersey DISTRIBUTION CENTER	NJ	1770 NEW DURHAM ROAD
NAPA Oklahoma City DISTRIBUTION CENTER	OKC	301 EAST MEMORIAL ROAD
NAPA Omaha DISTRIBUTION CENTER	OMA	6160 GROVER ST
NAPA Owatonna DISTRIBUTION CENTER	OWA	3000 PARK DR
NAPA Phoenix DISTRIBUTION CENTER	PHO	2811 WEST THOMAS ROAD
NAPA Portland DISTRIBUTION CENTER	POR	10515 NORTH LOMBARD ST
NAPA Richmond DISTRIBUTION CENTER	RIC	800 SOUTHLAKE BLVD
NAPA San Antonio DISTRIBUTION CENTER	SA	6374 RITTIMAN ROAD



NAPA Sacramento DISTRIBUTION CENTER	SAC	4635 NORTHGATE BLVD
NAPA Seattle DISTRIBUTION CENTER	SEA	8441 SOUTH 180TH ST
NAPA Salt Lake City DISTRIBUTION CENTER	SLC	1317 SOUTH 700 WEST
NAPA Stevens Point DISTRIBUTION CENTER	SP	5101 COYE DR
NAPA Spokane DISTRIBUTION CENTER	SPO	501 NORTH FREYA ST
NAPA Syracuse DISTRIBUTION CENTER	SYR	410 N MIDLER AVE
NAPA Tampa DISTRIBUTION CENTER	TAM	11718 NORTH FLORIDA AVENUE
NAPA Washington DC DISTRIBUTION CENTER	WAS	9941 WASHINGTON BLVD

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City	State	Zip
LATHAM	NY	12110
ALBUQUERQUE	NM	87102
DUNCANSVILLE	PA	16635
ANCHORAGE	AK	99518
NORCROSS	GA	30071
BILLINGS	MT	59101
BIRMINGHAM	AL	35222
WILMINGTON	MA	01887
WILLIAMSVILLE	NY	14221
CARROLLTON	OH	44615
CHARLOTTE	NC	28273
NAPERVILLE	IL	60563
NITRO	WV	25143
COLUMBUS	OH	43235
MIDDLETOWN	CT	06457
NEW KINGSTOWN	PA	17072
COPPELL	TX	75019
MIDDLETOWN	DE	19709
DENVER	CO	80229
Des Moines	IA	50313
FRESNO	CA	93727
GRAND RAPIDS	MI	49512
WAIPAHU	HI	96797
HOUSTON	TX	77060
HIGH POINT	NC	27265
INDIANAPOLIS	IN	46241
JACKSON	MS	39204
JACKSONVILLE	FL	32206
KANSAS CITY	KS	66105
ONTARIO	CA	91761
WESTBROOK	ME	04092
MEMPHIS	TN	38133
MIAMI	FL	33178
SAINT LOUIS PARK	MN	55426
MOUNT VERNON	IL	62864
LEBANON	TN	37090
SOUTH PLAINFIELD	NJ	07080
OKLAHOMA CITY	OK	73114
OMAHA	NE	68106
OWATONNA	MN	55060
PHOENIX	AZ	85061
PORTLAND	OR	97203
RICHMOND	VA	23236
SAN ANTONIO	TX	78218

SACRAMENTO	CA	95834
KENT	WA	98032
SALT LAKE CITY	UT	84104
STEVENS POINT	WI	54481
SPOKANE	WA	99202
SYRACUSE	NY	13206
TAMPA	FL	33612
LAUREL	MD	20725