SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.38
(ID # 29425)
MEETING DATE:
Tuesday, December 16, 2025

FROM : PURCHASING AND FLEET SERVICES

SUBJECT: PURCHASING AND FLEET SERVICES: Approve the Participating Agreement to Sourcewell Master Agreement #090624 and License Agreement by and between Genuine Parts Company and County of Riverside for Automotive Parts and Integrated Business Solution Services, All Districts. [Total cost: $984,000 annually; up to $98,400 in additional compensation, 100% Department Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Participating Agreement to Sourcewell Master Agreement #090624 and License Agreement by and between Genuine Parts Company and County of Riverside for Automotive Parts and Integrated Business Solutions for an annual amount not to exceed $984,000 through the current termination date of December 03, 2028 with three one-year extensions;
2. Authorize the Chair of the Board to sign the agreements on behalf of the County;
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments to the agreements that make modifications to the scope of work that stay within the intent of the agreements; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreements; and
4. Authorize the Purchasing Agent to issue purchase orders to Genuine Parts Company for goods and services in accordance with the agreements that do not exceed the approved amounts.

ACTION:

Meghan Hahn
Meghan Hahn, Director of Procurement 12/2/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:	Spiegel, Washington, Perez, and Gutierrez
Nays:	None
Absent:	Medina
Date:	December 16, 2025
xc:	Purchasing

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$492,000	$984,000	$5,904,000	$0.00
NET COUNTY COST	$0.00	$0.00	$0.00	$0.00
SOURCE OF FUNDS: 100% Department Budgets			Budget Adjustment: No	
			For Fiscal Year: 25/26 - 31/32	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 28, 2023, the County of Riverside entered into an Integrated Supply Agreement with Genuine Parts Company utilizing pricing and terms and conditions from Sourcewell Contract #11520 for the NAPA Integrated Business Solutions (NAPA IBS) program. That agreement expires December 29, 2025. The Purchasing and Fleet Service Department is now requesting approval to enter a new contract with Genuine Parts Company, tied to the next Sourcewell cooperative contract (#090624), which is valid through December 2028 with the option of three one-year extensions, to continue providing sourcing and management of fleet parts and supplies for all central fleet garages. The County's maintenance operations continue to realize significant efficiencies and cost savings under the Sourcewell agreement for NAPA IBS, and the proposed pricing remains within market value and aligned with general CPI trends, supporting responsible fiscal management.

The NAPA Integrated Business Solutions (IBS) program provides a Vendor Managed Inventory model that shifts day-to-day parts management responsibilities to NAPA, allowing Fleet Services to focus on core maintenance operations. Nationwide, more than 400 onsite IBS operations provide similar support to public and private fleets. Over the past twenty-five years, NAPA IBS has developed the qualifications and specialized experience needed to become a powerful ally in private and public fleet operations. The NAPA IBS Program includes other critical services, at no additional charge including management of tool inventory, specialty part repair, recycling of batteries, lubricant ordering and waste management, as well as tire and non-Fleet supply ordering.

Under the program, NAPA IBS manages payables to all vendors and provides the County with a single monthly itemized invoice for all parts and operating expenses. This replaces hundreds of individual vendor invoices with one consolidated billing, significantly streamlining administrative processes and reducing staff workload. When existing County automotive parts contracts offer lower pricing, NAPA IBS may continue to utilize those contracts, ensuring that the most cost-effective sourcing option is used for Fleet maintenance operations.

Impact on Residents and Businesses

There is no negative impact to residents or private businesses. Ensuring cost-efficient, on-demand access to automotive repair parts enables Central Fleet to maintain and fuel County vehicles that serve Riverside County residents in both emergency and non-emergency situations.

Additional Fiscal Information

The methodology on current FY 25/26 Board of Supervisor approved rates will not change and no rate change is needed.

Additionally, the Participating Agreement to Sourcewell Master Agreement #090624 and License Agreement with Genuine Parts Company is for a not-to-exceed amount of $2,952,000 over a three-year term with three (3) one-year extensions that may be exercised. The cost of the option years is $984,000 annually for a total not-to-exceed amount of $5,904,000 over a six-year term. The annual cost breakdown is as follows:

Fiscal Year	Dates	Amount
FY 25/26	December 30, 2025 – June 30, 2026	$492,000
FY 26/27	July 1, 2026 – June 30, 2027	$984,000
FY 27/28	July 1, 2027 – June 30, 2028	$984,000
FY 28/29*	July 1, 2028 – June 30, 2029	$984,000
FY 29/30*	July 1, 2029 – June 30, 2030	$984,000
FY 30/31*	July 1, 2030 – June 30, 2031	$984,000
FY 31/32*	July 1, 2031 – December 3, 2031	$492,000
	Total	**$5,904,000**

* Includes amounts for extension years

Contract History and Price Reasonableness

The proposed agreement with Genuine Parts Company utilizes pricing and terms and conditions from the Sourcewell Master Agreement #090624. Sourcewell, a purchasing organization for public sector entities, offered a competitively bid award for managed parts inventory. By piggybacking on Sourcewell Contract #090624, already awarded through a full competitive bid process, the County meets its competitive procurement requirements while expediting the acquisition of needed commodities and services. Utilizing this Sourcewell agreement with Genuine Parts Company will provide reduced costs and increased operational efficiencies for the County's maintenance operations, particularly in sourcing maintenance parts and managing inventory program services.

ATTACHMENTS:

ATTACHMENT A. Participating Agreement to Sourcewell Master Agreement #090624 by and between Genuine Parts Company and County of Riverside

ATTACHMENT B. Sourcewell Master Agreement #090624

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 12/4/2025

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 12/4/2025

PARTICIPATING AGREEMENT

TO SOURCEWELL MASTER

AGREEMENT #090624

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

COUNTY OF RIVERSIDE

DEC 1 6 2025 3.38

THIS PARTICIPATING AGREEMENT TO SOURCEWELL MASTER AGREEMENT #090624 (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation, d/b/a NAPA Auto Parts ("NAPA" or "CONTRACTOR") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("CUSTOMER" or "COUNTY"), to be effective as of the date of last signature below (the "Effective Date").

WITNESSETH

WHEREAS, on December 26, 2024, pursuant to a competitive bidding and selection process by Sourcewell, Sourcewell and NAPA executed Master Agreement #090624 (hereinafter the "Sourcewell Contract"), attached hereto as Exhibit B, to provide a source of supply for certain auto, truck and bus parts as well as to provide integrated business solutions services; and

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

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

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

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

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

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

AGREEMENT

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

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of eighty percent (80%) of the Inventory needs of CUSTOMER's Fleet Services Department.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

(d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

2. CUSTOMER'S CURRENT LOCATIONS. NAPA will establish On Site Store(s) at the CUSTOMER's following Fleet Services Department location(s):

4293 Orange Street
Riverside, CA 92501

&

25241 Cottonwood Avenue
Moreno Valley, CA 92553

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

3. TERM. Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. CONTRACTOR shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter. Notwithstanding the foregoing, should the parties desire to extend this Agreement past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement prior to the termination or expiration date of the Sourcewell Contract. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

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

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's Fleet Services Department's now existing locations. NAPA shall provide

all personnel required to operate the On Site Store(s).

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

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

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

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

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

(a) CUSTOMER shall provide usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER is granting NAPA a license only in accordance with the terms and conditions of the License Agreement attached hereto as Exhibit A. This Agreement shall be contingent upon NAPA executing CUSTOMER's License Agreement attached hereto as Exhibit A.

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

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

6. ALTERNATIVE SUPPLIERS. Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in

its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement, including all exhibits, by entering into an agreement with NAPA. NAPA shall provide said agreement to COUNTY upon request.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 30 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on Cash on Delivery (COD) until such amount is paid in full. No prompt pay discount is available under this Agreement.

The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of the selected pricing plan below. Maximum payments by COUNTY to CONTRACTOR shall not exceed $984,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products.

NAPA's pricing profile shall remain firm during the term of this Agreement, and all price increases and decreases shall be passed along to CUSTOMER.

The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment of amounts incurred beyond June 30 of each calendar year unless funds are made available for such payment, provided that the foregoing shall not limit the COUNTY's obligations set forth in Section 18 below. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price***," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "***Non-NAPA Product Price***," which

is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

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

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.11
Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER's maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 7 shall be set at $984,000 per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract.

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding

NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. **INSURANCE.** Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside. Policy shall name the COUNTY as Additional Insureds.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. Policy shall name the COUNTY as Additional Insureds.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior consent of the COUNTY Risk Manager before the commencement of operations under this Agreement.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. The

COUNTY Risk Manager may also inspect original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect at CONTRACTOR's headquarters by appointment, or request another right to review such policies. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR's insurance carriers policies does not meet the minimum notice requirements found herein, CONTRACTOR shall cause CONTRACTOR's insurance carriers to furnish a thirty (30) day Notice of Cancellation Endorsement.

4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to request adjustments the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate, and CONTRACTOR shall in good faith consider and negotiate such requests.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event of which CONTRACTOR is aware that may give rise to a claim arising from the performance of this Agreement.

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

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

(a) The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

(b) CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

(c) Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

(d) CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY

within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

(e) CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

(f) CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

11. NON-DISCRIMINATION

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

12. RECORDS AND DOCUMENTS

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY. If an audit conducted pursuant to this section results in a net overcharge, CONTRACTOR will immediately issue a check to COUNTY equal to the net overcharge amount.

13. CONFIDENTIALITY

(a) The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY

operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

(b) The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

14. ADMINISTRATION/CONTRACT LIAISON

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

15. WARRANTY/LIABILITY DISCLAIMER. All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

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

16. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 16, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for thirty (30) days;

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

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

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

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

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

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. All rights and obligations hereunder that by their nature are to survive the termination, expiration, or non-renewal of this Agreement for any reason, shall survive such termination, expiration, or non-renewal.

18. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

19. HOLD HARMLESS/INDEMNIFICATION.

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,

Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon (a) the negligence of CONTRACTOR in connection with the performance of any services of CONTRACTOR, its officers, employees, agents or representatives, including but not limited to claims for property damage, bodily injury, or death or any other element of any kind or nature arising from such negligence, (b) CONTRACTOR's breach of this Agreement or (c) any violation by CONTRACTOR of any applicable laws, rules or regulations. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. In addition in the event the COUNTY has any claims relating to any products subject to this Agreement, CONTRACTOR shall use commercially reasonable efforts to assist the COUNTY in processing any such claims against the manufacturer of the product at issue.

With respect to any action or claim subject to indemnification herein by CONTRACTOR. CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

The indemnification provision set forth herein shall survive any expiration, termination, or non-renewal of this Agreement.

20. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: 2999 Wildwood Parkway
Atlanta, GA 30339
Attn: Corporate Counsel

As to CUSTOMER: 4293 Orange Street
Riverside, CA 92501
Attn: Assistant Director of Fleet Services

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 20.

21. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

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

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

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

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

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

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

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

28. GENERAL

(a) CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

(b) Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement. Likewise, any waiver by CONTRACTOR of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of CONTRACTOR to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing CONTRACTOR from enforcement of the terms of this Agreement.

(c) CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

(d) CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or security interests.

(e) The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

(f) CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

(g) CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

(h) CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

(i) This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(j) This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein. In the event there is a conflict between this Agreement and its exhibits, this Agreement shall govern. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

(k) CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

(l) The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. In the event either party disagrees with such decision, it may make any claim before a court of competent jurisdiction, who may review the decision *de novo*. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. If the first session is not successful, the parties may agree upon a second mediation. The parties shall share the cost of the mediations.

(m) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to

or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the state of California,

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 16 2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Danielle Maland
Deputy County Counsel

GENUINE PARTS COMPANY, a Georgia Corporation

By: Art Fischer
Art Fischer (Dec 3, 2025 10:16:39 MST)
Art Fischer
Vice President

Dated: 03/12/2025

DEC 16 2025 3.38

EXHIBIT A

LICENSE AGREEMENT

(County of Riverside and Genuine Parts Company)

COUNTY OF RIVERSIDE, herein called County, hereby grants to **GENUINE PARTS COMPANY**, herein called Licensee, a License to use the property herein called "Premises", described below upon the following terms and conditions:

1. Purpose and Scope.

(a) County hereby authorizes Licensee to occupy the "Premises" within that certain building located at 4293 Orange Street Riverside, CA 92501 and 25241 Cottonwood Avenue Moreno Valley, CA 92553, California.

(b) It is expressly understood and agreed to by the parties hereto that by authorizing occupancy at the location described in Paragraph 1(a) herein for the purpose of providing the services and products described in that certain Participating Agreement to Sourcewell Contract #090624 between Licensee and County dated as of the date hereof (the "Agreement"), no estate or interest in real property is being conveyed to Licensee by County and that the right of use acquired is only an exclusive, revocable and unassignable permission and privilege to occupy in accordance with the provisions of this License.

(c) Licensee shall not perform or provide food distribution or medical/clinical operations without first obtaining written permission from County. Licensee further agrees that in the event such request is denied that Licensee shall not take any further action.

2. Term.

(a) The Term of this License shall be for the term of the Agreement. Upon termination, expiration or non-renewal of the Agreement, Licensee shall immediately vacate the Premises and peacefully surrender the Premises to County, devoid of all occupants or effects of any kind, in its original condition.

3. Consideration. Licensee shall make monthly payments payable to County of Riverside Purchasing and Fleet Services in the amount of $1.00 per month, as rent for the "Premises". Licensee will pay any and all charges attributable to Licensee on a monthly basis, payable on the first day of the month and sent to:

COUNTY OF RIVERSIDE
4293 Orange Street
Riverside, CA 92501
Attn: Assistant Director of Fleet Services

4. Licensee's Hours of Operation/Access:

(a) Days of Operation: Monday through Friday

(b) Hours of Operation: Monday-Thursday 7:00am-4:30pm and Friday 7:00am-3:30pm

5. Maintenance.

(a) County shall provide all necessary maintenance and repairs to "Premises" and appurtenant equipment and fixtures placed on "Premises". County shall

provide access to a restroom facility for Licensee's employees, and shall provide Licensee with a safe work environment that is free from hostility, violence, or discrimination.

(b) County shall be appropriately secure or otherwise maintain the Premises separate and apart from the business of the County. There shall be no intermingling of the County's parts or other inventory with Licensee's parts or inventory. County's access to the secured portions of the Premises shall be restricted to Licensee employees and authorized Licensee representatives only. The County's employees, contractors or agents shall not be permitted to enter the secured portions of the Premises unless accompanied by a Licensee employee or other authorized Licensee representative. County hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory (as defined in the Agreement) and other personal property located in the Premises, except for loss or damage arising out of the acts, errors or omissions of Licensee. Licensee shall invoice County for any such loss of or damage to the Inventory and/or other personal property located in the Premises, and County shall pay such invoiced amount to Licensee in accordance with the payment terms set forth in the Agreement.

(c) County shall, at all times during the term of this License, at County's sole expense, maintain in good condition and repair (so as to prevent any damage or injury to Licensee's employees, the Inventory or other personal property located in the Premises) the roof, exterior walls, foundation, and structural portions of the Premises and all portions of the electrical and plumbing systems lying outside of the Premises but serving the Premises.

(d) Licensee or Licensee's clients, invitees, and employees shall be responsible for any damage to County-owned property and "Premises", including, but not limited to, water, plumbing, electrical and fire that are due to Licensee's negligent actions or willful misconduct.

6. Custodial. County shall be responsible for custodial services.

7. Utilities. County shall provide all utilities in connection with the operation of the "Premises", including, but limited to, water, refuse, sewer, gas, telephone, and electrical services.

8. Signs. Licensee shall not erect, maintain or display any signs or other forms of advertising on the "Premises" without first obtaining the written approval of the County.

9. Inspection of Premises. Subject to Section 5(b) hereof, County, through its duly authorized agents, shall have the right to enter the "Premises" for the purpose of inspecting, monitoring, and evaluating the obligations of Licensee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this License.

10. Ingress and Egress. Licensee shall be permitted ingress and egress to and from the "Premises" only through such doors and routes as are designated by County.

11. Compliance with Government Regulation. Licensee shall comply with the requirements of all local, state, and federal statues, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to its operation. Licensee is to secure, at no cost to the County, all necessary licenses, permits, as required

by law. The final judgment, decree, or order of a court of competent jurisdiction, or the admission of Licensee in any action or proceedings against Licensee, whether Licensee be a party thereto or not, that Licensee has violated any such statutes, regulations, rules, ordinances or orders, in the use of the licensed "Premises", shall be conclusive of that fact as between County and Licensee.

12. Termination of License. Licensee's License shall immediately terminate:

(a) In the event Licensee fails to perform any of its duties or obligations hereunder.

(b) In the event Licensee conducts any activity within the "Premises" not authorized by this License.

(c) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Licensee as debtors.

(d) In the event that Licensee makes a general assignment of Licensee's interest hereunder, or Licensee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(e) In the event of abandonment of the "Premises" by Licensee.

(f) Either party to this License may terminate the License without cause by giving the other party (30) days' written notice.

13. Insurance. Licensee shall, during the term of this License comply with the insurance requirements set forth in Section 8 of the Agreement.

14. Hold Harmless. Licensee shall comply with the requirements set forth in Section 19 of the Agreement.

15. Assignment. Licensee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without the written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, as provided in this Paragraph, Licensee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this License.

16. Toxic Materials. During the term of the License and any extensions thereof, Licensee shall not violate any federal, state, or local law, ordinance, or regulation, relating to industrial hygiene or to the environmental condition on, under or about the licensed "Premises", including, but not limited to, soil and groundwater conditions. Further, except with the consent or approval of the County, Licensee, its successors, assigns and sublicensees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the "Premises" or transport to or from the licensed "Premises" any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, hazardous substances, hazardous materials, or toxic substances) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those substances defined as Hazardous Wastes in Section 25117 of the California Health and Safety Code or as Hazardous Substances in Section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

17. Free From Liens. Licensee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have

been furnished or to be furnished to Licensee, in, upon or about the licensed "Premises", and which may be secured by a mechanic's, materialman's or other lien against the "Premises" or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Licensee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Licensee shall forthwith pay and discharge said judgment.

18. Employees and Agents of Licensee. It is understood and agreed that all persons hired or engaged by Licensee shall be considered to be employees or agents only of Licensee and not of County.

19. Binding on Successors. Licensee, its assigns, and successors in interest, shall be bound by all the terms and conditions contained in this License, and all the parties thereto shall be jointly and severally liable hereunder.

20. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this License shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

21. Severability. The invalidity of any provision in this License as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

22. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

23. Notices. Any notice required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

COUNTY:	LICENSEE:
County of Riverside	Genuine Parts Company 2999 Wildwood Parkway Atlanta, GA 30339 Attn: Corporate Counsel

Riverside County
Purchasing and Fleet Services
3450 Fourteenth Street Ste. 420
Riverside, CA 92501
Attn: Assistant Director of Fleet Services

or to such other addresses as from time to time shall be designated by the respective parties.

24. Permits, Licenses and Taxes. Licensee shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or hold, and

Licensee shall pay for all fees and taxes levied or required by any authorized public entity. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest, provided that Licensee may bill County for such tax (if any) in accordance with the terms of Section 7 of the Agreement.

25. Paragraph Headings. The Paragraph headings herein are for the convenience of the parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this License.

26. County's Representative. County hereby appoints the Assistant Director of Fleet Services as its authorized representatives to administer this License.

27. Agent for Service of Process. Licensee has, in accordance with applicable law, designated a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of services of process in any court action arising out of or based upon this License, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Licensee.

28. Licenses and Permits. In accordance with the provisions of Chapter 9 of Division 3 of the business and Professions code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws. The Licensee warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this License.

29. Confidentiality. Except as otherwise required by law, each party shall maintain the confidentiality of all information and records pertaining to privacy and confidentiality, and comply with all other statutory laws and regulations relating to privacy and confidentiality.

30. Entire License. This License is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous licenses, agreements, and understandings, oral or written, in connection therewith. The License may be changed or modified only upon the written consent of the parties hereto.

31. Approval. This License shall not be binding or consummated until its executed by the authorized representatives of both parties.

[Signatures Appear on Next Page]

COUNTY OF RIVERSIDE, a political subdivision of the state of California,

By: _____
V. Manuel Perez, Chair
Board of Supervisors

Dated: DEC 16 2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Danielle Maland
Danielle Maland
Deputy County Counsel

GENUINE PARTS COMPANY, a Georgia Corporation

By: Art Fischer
Art Fischer (Dec 3, 2025 10:16:39 MST)
Art Fischer
Vice President

Dated: 03/12/2025

DEC 16 2025 3.38

EXHIBIT B

SOURCEWELL CONTRACT

A copy of the Sourcewell Contract can be found at: NAPA Integrated Business Solutions: Contract 090624-GPC | Sourcewell

EXHIBIT C
SAMPLE PROFIT AND LOSS STATEMENT

NAPA-Riverside County IBS P&L PROFORMA

Account Group Name	Monthly	% to Sales	Yearly
Customer Part Purchases	$51,995.00	100.00%	$623,940.00
Cost of Goods to NAPA	$45,433.00	87.38%	$545,196.00
Gross Markup Margin	$6,562.00	12.62%	$78,744.00
Management/Admin Expenses	$514.75	0.99%	$6,177.01
Manager/Counter Salaries	$8,784.00	16.89%	$105,408.00
Group Insurance Benefits/Other	$895.00	1.72%	$10,740.00
Payroll Taxes	$4,032.45	7.76%	$48,389.42
Total IBS Payroll Expenses	$13,711.45	26.37%	$164,537.42
Delivery Truck Insurance	$117.00	0.23%	$1,404.00
Delivery Maintenance Fuel	$87.00	0.17%	$1,044.00
Delivery Truck Payments	$505.00	0.97%	$6,060.00
Facility Expenses	$0.00	0.00%	$0.00
Shelving/Equipmnt Depreciation	$0.00	0.00%	$0.00
Store Expenses	$110.00	0.21%	$1,320.00
Bank Service Fees	$0.00	0.00%	$0.00
Computer and Support Equipment	$603.00	1.16%	$7,236.00
Taxes - Not Income	$101.00	0.19%	$1,212.00
Freight and Postage	$71.00	0.14%	$852.00
Insurance	$11.00	0.02%	$132.00
Training	$100.00	0.19%	$1,200.00
Total IBS Misc Expenses	$1,705.00	3.28%	$20,460.00
Total Expenses	$15,931.20	30.64%	$191,174.42

(202352164.001) PUARC-06066-12/28 Napa Integrated Business Solutions

Final Audit Report 2025-12-03

Created:	2025-12-03
By:	Cheryl Chesnut (cchesnut@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMsHspI7Lqy42vbxn_tIAJ9p7CdfdF6Sw

"(202352164.001) PUARC-06066-12/28 Napa Integrated Business Solutions" History

Document created by Cheryl Chesnut (cchesnut@rivco.org)
2025-12-03 - 5:10:32 PM GMT

Document emailed to Art Fischer (art_fischer@genpt.com) for signature
2025-12-03 - 5:10:41 PM GMT

Email viewed by Art Fischer (art_fischer@genpt.com)
2025-12-03 - 5:15:58 PM GMT

Document e-signed by Art Fischer (art_fischer@genpt.com)
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Document e-signed by Danielle Maland (dmaland@rivco.org)
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MASTER AGREEMENT # 090624
CATEGORY: Vendor Managed Inventory Logistics Management Solutions for Fleets and Facilities
SUPPLIER: Genuine Parts Company dba NAPA Integrated Business Solutions

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

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

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

Article 1:
General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 3, 2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #090624 to Participating Entities. In Scope solutions include:

   1. Sourcewell is seeking proposals for Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities, including, but not to be limited to:

      a. Vendor Managed Inventory solutions, such as:
         i. Parts, fluids, equipment, and supplies for vehicle, truck, fleet, and warehouse operations;
         ii. On and off-site storage, service, and parts room operation, management, and staffing;
         iii. Performance reporting, and data and technology analysis;
         iv. Fleet and facility software integration and data exchange;
         v. Emergency response services;
         vi. Parts replacement and warranty management;
         vii. National distribution system services;
         viii. Stock and non-stock parts sourcing of original equipment and aftermarket parts, fluids, equipment, and supplies; and,
         ix. Parts research, acquisition, and delivery.

      b. Logistics Management Solutions, such as:
         i. Warehouse management services;
         ii. Warehouse and transportation coordination for in and outbound supplies;
         iii. Shipment optimization;
         iv. Freight management;
         v. Load scheduling and delivery confirmation;
         vi. Customs management for international shipments;
         vii. Coordination of just-in-time replenishment of parts; and,
         viii. Web-based solutions and knowledge-based professional services.

      c. Training, consultative, and administrative or technical support services related to the delivery of the solutions offered under Section 1. a. or b. above

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement . An example of Supplier pricing is attached as Exhibit A.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all of its products and services within the Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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

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

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

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when (i) a Participating Entity accesses Supplier's Included Solutions with United States federal funds and (ii) Supplier has provided its prior written consent.

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

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

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

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

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

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

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

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

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

Article 2:
Sourcewell and Supplier Obligations

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

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

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

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

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

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees this indemnification includes injury or death to person(s) or property alleged to have arisen from such negligence. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

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

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

c) **Use; Quality Control.**

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

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

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier to the extent of Supplier's indemnification obligations. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds to the extent of Supplier indemnification obligations.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement

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for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities[1]

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

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping and delivery for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, and remedies as mutually agreed include notice requirements and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. An example of Supplier's standard template Participating Addendum is attached hereto as Exhibit B. . Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity and agreed to by Supplier in writing. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

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7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity and mutually agreed upon in writing. A sample standard template of Participating Addendum that Supplier and Participating Entity may utilize is attached hereto as Exhibit B.

Sourcewell	Genuine Parts Company dba NAPA Integrated Business Solutions
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Bret Robyck A34FEA2A641D422...
By: _____	By: _____
Jeremy Schwartz	Bret Robyck
Title: Chief Procurement Officer	Title: Senior Vice President, Commercial Sales
Date: 12/26/2024 | 10:16 AM CST	Date: 12/26/2024 | 10:04 AM CST

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EXHIBIT A

SAMPLE PRICING

SOURCEWELL PRICING FOR NAPA IBS CONTRACT #____

SOURCEWELL MEMBERS THAT ELECT TO USE THE SOURCEWELL NAPA IBS #_____ CONTRACT HAVE FOUR OPTIONS FOR PRICING MODELS BASED ON OUR ON-SITE VENDOR MANAGED INVENTORY MODEL.

1. SOURCEWELL MEMBER PRICING OPTION 1: NO MARKUP GOODS PRICING/MANAGEMENT FEE

- **GOODS ARE SOLD TO PARTICIPATING ENTITY AT NO MARKUP OVER NAPA'S ACQUISITION COST**
- **OPERATING EXPENSES ARE BILLED TO PARTICIPATING ENTITY**
- **SEPARATE MANAGEMENT FEE CHARGED TO ATTAIN A 10% RETURN FOR NAPA ON THE SALE PRICE OF GOODS**

2. SOURCEWELL MEMBER PRICING OPTION 2: NOT-TO-EXCEED 10% MARGIN MODEL

- **GOODS ARE SOLD TO PARTICIPATING ENTITY AT A 10% GROSS MARGIN OVER NAPA'S ACQUISITION COST**
- **OPERATING EXPENSES ARE BILLED TO PARTICIPATING ENTITY**
- **NAPA'S RETURN IS BUILT INTO THE PRICE OF THE PART SO NO SEPARATE MANAGEMENT FEE IS BILLED**

3. SOURCEWELL MEMBER PRICING OPTION 3: NOT-TO-EXCEED PRICING PROFILE 9074 / 25% MARGIN MODEL

- **NAPA BRANDED GOODS ARE SOLD TO PARTICIPATING ENTITY ON NAPA PRICING PROFILE 9074 (DETAILS AVAILABLE UPON REQUEST)**
- **NON-NAPA SOURCED GOODS ARE SOLD TO PARTICIPATING ENTITY AT A 25% GROSS MARGIN OVER NAPA'S ACQUISITION COST**
- **ALL OPERATING EXPENSES ARE PAID BY NAPA AND NOT BILLED TO PARTICIPATING ENTITY**
- **ALL COST AND RETURN ARE INCLUDED IN THE PRICE OF THE PART, SO PARTICIPATING ENTITY ONLY RECEIVES ONE CONSOLIDATED STATEMENT**

4. SOURCEWELL MEMBER PRICING OPTION 4: NOT-TO-EXCEED 11% MARKUP MODEL

- **SIMILAR TO PRICING OPTION 2A, BUT GOODS ARE SOLD TO PARTICIPATING ENTITY AT AN 11% MARKUP OVER NAPA'S ACQUISITION COST (AS OPPOSED TO GROSS MARGIN)**
- **OPERATING EXPENSES ARE BILLED TO PARTICIPATING ENTITY**
- **NAPA'S RETURN IS BUILT INTO THE PRICE OF THE PART SO NO SEPARATE MANAGEMENT FEE IS BILLED**

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PRICING OPTION #1 (NO MARKUP GOODS PRICING/MANAGEMENT FEE). GENUINE PARTS COMPANY ("NAPA") SHALL BILL PARTICIPATING ENTITY FOR THE FOLLOWING CATEGORIES: (A) PRODUCTS (THE "PRODUCTS"), (B) THIRD PARTY SERVICES, (C) OPERATIONAL EXPENSES (AS DEFINED BELOW), AND (D) THE MANAGEMENT FEE (AS DEFINED BELOW). THESE CATEGORIES AND THE PRICING FOR SUCH CATEGORIES ARE FURTHER DEFINED AS FOLLOWS AND IN THE PRICING PLAN SUMMARY BELOW:

(A) *PRODUCT PRICE.* THE PRICING OF NAPA PRODUCTS SHALL BE CURRENT NAPA JOBBER ACQUISITION COST, WHICH MEANS NAPA'S CURRENT GOLD PRICE AS SET FORTH ON NAPA'S CONFIDENTIAL JOBBER COST AND SUGGESTED RESALES PRICE LIST. THE PRICING OF NON-NAPA PRODUCTS SHALL BE NAPA'S CURRENT PRODUCT ACQUISITION COST.

(B) *THIRD PARTY SERVICES PRICE.* THIRD PARTY SERVICES ARE THOSE SERVICES NOT TRADITIONALLY PERFORMED BY NAPA BUT REQUESTED BY PARTICIPATING ENTITY, SUCH AS WINDSHIELD REPAIR, TOWING ETC., AND PARTICIPATING ENTITY SHALL PAY NAPA'S COST FOR ANY THIRD PARTY SERVICES.

(C) *OPERATIONAL EXPENSES.* PARTICIPATING ENTITY SHALL REIMBURSE NAPA FOR ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE(S), INCLUDING, BUT NOT LIMITED TO, VEHICLE GAS AND MAINTENANCE COSTS, SALARY AND BENEFITS PAYABLE TO NAPA EMPLOYEES AT THE ON SITE STORE(S), WORKER'S COMPENSATION BENEFITS AND INSURANCE, UNEMPLOYMENT INSURANCE, PERSONAL PROPERTY INSURANCE FOR THE ON SITE STORE(S) AND INVENTORY, ANY DEDUCTIBLE FOR LOSSES COVERED UNDER THE PERSONAL PROPERTY, AUTOMOBILE LIABILITY, OR GENERAL LIABILITY INSURANCE POLICIES OF NAPA, ALL EQUIPMENT SUPPLIED BY NAPA, CORPORATE ALLOCATION EXPENSES (AS DEFINED BELOW), INVENTORY INVESTMENT EXPENSE, OBSOLESCENCE EXPENSE, PENSION FUNDING COSTS, ACCOUNTING FEES, GENERAL OFFICE EXPENSES, AND SHARED SERVICE EXPENSES. NAPA SHALL PROVIDE AN EXPENSE STATEMENT OF THE PARTS OPERATIONS TO THE PARTICIPATING ENTITY ON APPROXIMATELY THE _____ OF EACH MONTH FOR EACH ON SITE STORE. AN EXAMPLE OF AN EXPENSE STATEMENT REFLECTING SUCH COSTS AND EXPENSES IS ATTACHED HERETO AS EXHIBIT _. PARTICIPATING ENTITY ACKNOWLEDGES AND AGREES THAT THE COSTS AND EXPENSES REFLECTED ON THE EXPENSE STATEMENT SET FORTH ON EXHIBIT _ ARE SUBJECT TO CHANGE BASED ON ACTUAL MONTHLY COSTS, EXPENSES OR CORPORATE ALLOCATION EXPENSES INCURRED RELATIVE TO THE OPERATION OF THE ON SITE STORE(S). PARTICIPATING ENTITY ACKNOWLEDGES THAT IN ORDER TO ACHIEVE ECONOMIES OF SCALE, NAPA UTILIZES CERTAIN HEADQUARTER AND CORPORATE PERSONNEL TO ASSIST IN THE PERFORMANCE OF THIS AGREEMENT IN ORDER TO HAVE FEWER EMPLOYEES PERFORMING ROUTINE GENERAL ADMINISTRATIVE TASKS SUCH AS PAPER WORK AND FILING AT THE ON SITE STORE(S), ALLOWING NAPA COUNTER PERSONNEL TO FOCUS MORE ATTENTION ON SERVING THE ON-SITE STORE OPERATIONS, AND MAXIMIZING ON-SITE COST EFFICIENCY. AS A RESULT, EACH ON SITE STORE LOCATION IS CHARGED CERTAIN CORPORATE ALLOCATION EXPENSES FOR VARIOUS LINE ITEMS SHOWN ON EXHIBIT _ ("CORPORATE ALLOCATION EXPENSES") WHICH ARE CALCULATED AS A PERCENTAGE OF TOTAL PRODUCT SALES FOR EACH MONTH. AS SUCH, THERE IS NOT A SUPPORTIVE INVOICE FOR SUCH EXPENSES OTHER THAN A MONTHLY ALLOCATION RATE STATEMENT.

(D) *MANAGEMENT FEE*. PARTICIPATING ENTITY SHALL PAY A MANAGEMENT FEE EQUAL TO TEN PERCENT (10%) OF THE TOTAL MONTHLY NET SALES (AS DEFINED BELOW) DURING THE PRECEDING MONTH. FOR PURPOSES HEREOF, "TOTAL MONTHLY NET SALES" MEANS THE TOTAL DOLLAR AMOUNT OF ALL PRODUCTS (BOTH NAPA AND NON-NAPA) AND THIRD PARTY SERVICES SOLD TO THE PARTICIPATING ENTITY DURING THE PRECEDING MONTH, LESS PURCHASE RETURNS.

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PRICING PLAN SUMMARY

NAPA PRODUCT PRICE	**BILLED TO PARTICIPATING ENTITY AT THE CURRENT NAPA JOBBER ACQUISITION COST**
NON-NAPA PRODUCT PRICE	**BILLED TO PARTICIPATING ENTITY AT NAPA'S CURRENT PRODUCT ACQUISITION COST**
THIRD PARTY SERVICES PRICE	**BILLED TO PARTICIPATING ENTITY AT NAPA'S COST**
OPERATIONAL EXPENSES	**BILLED TO PARTICIPATING ENTITY IN ACCORDANCE WITH SECTION (C) ABOVE.**
MANAGEMENT FEE	**TEN PERCENT (10%) OF TOTAL MONTHLY NET SALES, BILLED IN ACCORDANCE WITH SECTION (D) ABOVE.**

PRICING OPTION # 2 (NOT-TO-EXCEED 10% MARGIN MODEL). NAPA SHALL BILL PARTICIPATING ENTITY FOR THE FOLLOWING CATEGORIES: (A) PRODUCTS, (B) THIRD PARTY SERVICES, AND (C) OPERATIONAL EXPENSES (AS DEFINED BELOW). THESE CATEGORIES AND THE PRICING FOR SUCH CATEGORIES ARE FURTHER DEFINED AS FOLLOWS AND IN THE PRICING PLAN SUMMARY BELOW:

(A) *PRODUCT PRICE.* THE PRICING OF NAPA PRODUCTS SHALL BE CURRENT NAPA JOBBER ACQUISITION COST, WHICH MEANS NAPA'S CURRENT GOLD PRICE AS SET FORTH ON NAPA'S CONFIDENTIAL JOBBER COST AND SUGGESTED RESALES PRICE LIST, PLUS A TEN PERCENT (10%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW. THE PRICING OF NON-NAPA PRODUCTS SHALL BE NAPA'S CURRENT PRODUCT ACQUISITION COST PLUS A TEN PERCENT (10%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW.

(B) *THIRD PARTY SERVICES PRICE.* THIRD PARTY SERVICES ARE THOSE SERVICES NOT TRADITIONALLY PERFORMED BY NAPA BUT REQUESTED BY PARTICIPATING ENTITY, SUCH AS WINDSHIELD REPAIR, TOWING ETC., AND PARTICIPATING ENTITY SHALL PAY NAPA'S COST PLUS A TEN PERCENT (10%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW, FOR ANY THIRD-PARTY SERVICES.

(C) *OPERATIONAL EXPENSES.* PARTICIPATING ENTITY SHALL REIMBURSE NAPA FOR ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE(S), INCLUDING, BUT NOT LIMITED TO, VEHICLE GAS AND MAINTENANCE COSTS, SALARY AND BENEFITS PAYABLE TO NAPA EMPLOYEES AT THE ON SITE STORE(S), WORKER'S COMPENSATION BENEFITS AND INSURANCE, UNEMPLOYMENT INSURANCE, PERSONAL PROPERTY INSURANCE FOR THE ON SITE STORE(S) AND INVENTORY, ANY DEDUCTIBLE FOR LOSSES COVERED UNDER THE PERSONAL PROPERTY, AUTOMOBILE LIABILITY, OR GENERAL LIABILITY INSURANCE POLICIES OF NAPA, ALL EQUIPMENT SUPPLIED BY NAPA, CORPORATE ALLOCATION EXPENSES (AS DEFINED BELOW), INVENTORY INVESTMENT EXPENSE, OBSOLESCENCE EXPENSE, PENSION FUNDING COSTS, ACCOUNTING FEES, GENERAL OFFICE EXPENSES,

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AND SHARED SERVICE EXPENSES. NAPA SHALL PROVIDE AN EXPENSE STATEMENT OF THE PARTS OPERATIONS TO THE PARTICIPATING ENTITY ON APPROXIMATELY THE _____ OF EACH MONTH FOR EACH ON SITE STORE. AN EXAMPLE OF AN EXPENSE STATEMENT REFLECTING SUCH COSTS AND EXPENSES IS ATTACHED HERETO AS EXHIBIT _. PARTICIPATING ENTITY ACKNOWLEDGES AND AGREES THAT THE COSTS AND EXPENSES REFLECTED ON THE EXPENSE STATEMENT SET FORTH ON EXHIBIT _ ARE SUBJECT TO CHANGE BASED ON ACTUAL MONTHLY COSTS, EXPENSES OR CORPORATE ALLOCATION EXPENSES INCURRED RELATIVE TO THE OPERATION OF THE ON SITE STORE(S). PARTICIPATING ENTITY ACKNOWLEDGES THAT IN ORDER TO ACHIEVE ECONOMIES OF SCALE, NAPA UTILIZES CERTAIN HEADQUARTER AND CORPORATE PERSONNEL TO ASSIST IN THE PERFORMANCE OF THIS AGREEMENT IN ORDER TO HAVE FEWER EMPLOYEES PERFORMING ROUTINE GENERAL ADMINISTRATIVE TASKS SUCH AS PAPERWORK AND FILING AT THE ON SITE STORE(S), ALLOWING NAPA COUNTER PERSONNEL TO FOCUS MORE ATTENTION ON SERVING THE ON-SITE STORE OPERATIONS, AND MAXIMIZING ON-SITE COST EFFICIENCY. AS A RESULT, EACH ON SITE STORE LOCATION IS CHARGED CERTAIN CORPORATE ALLOCATION EXPENSES FOR VARIOUS LINE ITEMS SHOWN ON EXHIBIT _ ("CORPORATE ALLOCATION EXPENSES") WHICH ARE CALCULATED AS A PERCENTAGE OF TOTAL PRODUCT SALES FOR EACH MONTH. AS SUCH, THERE IS NOT A SUPPORTIVE INVOICE FOR SUCH EXPENSES OTHER THAN A MONTHLY ALLOCATION RATE STATEMENT.

PRICING PLAN SUMMARY

NAPA PRODUCT PRICE	**BILLED TO PARTICIPATING ENTITY AT THE CURRENT NAPA JOBBER ACQUISITION COST PLUS A TEN PERCENT (10%) GROSS PROFIT. THE FORMULA FOR NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS THE CURRENT NAPA JOBBER ACQUISITION COST DIVIDED BY .90. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.** **EXAMPLE: CURRENT NAPA JOBBER ACQUISITION COST IS $1.00. PARTICIPATING ENTITY'S PRICE WOULD BE $1.00/.90=$1.11**
NON-NAPA PRODUCT PRICE	**BILLED TO PARTICIPATING ENTITY AT NAPA'S CURRENT PRODUCT ACQUISITION COST PLUS A TEN PERCENT (10%) GROSS PROFIT. THE FORMULA FOR NON-NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS NAPA'S CURRENT PRODUCT ACQUISITION COST DIVIDED BY .90. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.** **EXAMPLE: NAPA'S CURRENT PRODUCT ACQUISITION COST IS $1.00. PARTICIPATING ENTITY'S PRICE WOULD BE $1.00/.90=$1.11**
THIRD PARTY SERVICES PRICE	**BILLED TO PARTICIPATING ENTITY AT NAPA'S COST PLUS A TEN PERCENT (10%) GROSS PROFIT. THE FORMULA FOR THIRD PARTY SERVICES FOR PARTICIPATING ENTITY IS NAPA'S COST DIVIDED BY .90. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.** **EXAMPLE: NAPA'S COST IS $1.00. PARTICIPATING ENTITY'S PRICE WOULD BE $1.00/.90=$1.11**

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OPERATIONAL EXPENSES	**BILLED TO PARTICIPATING ENTITY IN ACCORDANCE WITH SECTION (C) ABOVE.**

PRICING OPTION # 3 (NOT-TO-EXCEED PRICING PROFILE 9074/25% MARGIN MODEL). NAPA SHALL BILL PARTICIPATING ENTITY FOR THE FOLLOWING CATEGORIES: (A) PRODUCTS AND (B) THIRD PARTY SERVICES. NAPA SHALL PAY THE OPERATIONAL EXPENSES (AS DEFINED BELOW) ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE. NAPA SHALL THEREAFTER INVOICE OR REFUND TO PARTICIPATING ENTITY SUCH AMOUNT AS IS REQUIRED FOR NAPA TO ACHIEVE A TEN PERCENT (10%) NET PROFIT GUARANTEE AS SET FORTH IN SECTION (D) BELOW. THESE CATEGORIES AND THE PRICING FOR SUCH CATEGORIES ARE FURTHER DEFINED AS FOLLOWS AND IN THE PRICING PLAN SUMMARY BELOW:

(A) ***PRODUCT PRICE.*** **THE PRICING OF NAPA PRODUCTS SHALL BE BASED ON NAPA'S 9074 NAPA PRICING PROFILE. THE PRICING OF NON-NAPA PRODUCTS SHALL BE NAPA'S CURRENT PRODUCT ACQUISITION COST PLUS A TWENTY-FIVE PERCENT (25%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW.**

(B) ***THIRD PARTY SERVICES PRICE.*** **THIRD PARTY SERVICES ARE THOSE SERVICES NOT TRADITIONALLY PERFORMED BY NAPA BUT REQUESTED BY PARTICIPATING ENTITY, SUCH AS WINDSHIELD REPAIR, TOWING ETC., AND PARTICIPATING ENTITY SHALL PAY NAPA'S COST PLUS A TWENTY-FIVE PERCENT (25%) GROSS PROFIT, WHICH SHALL BE CALCULATED PURSUANT TO THE FORMULA SET FORTH IN THE PRICING PLAN SUMMARY SET FORTH BELOW, FOR ANY THIRD-PARTY SERVICES.**

(C) ***OPERATIONAL EXPENSES.*** **NAPA SHALL PAY ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE(S), INCLUDING, BUT NOT LIMITED TO, VEHICLE GAS AND MAINTENANCE COSTS, SALARY AND BENEFITS PAYABLE TO NAPA EMPLOYEES AT THE ON SITE STORE(S), WORKER'S COMPENSATION BENEFITS AND INSURANCE, UNEMPLOYMENT INSURANCE, PERSONAL PROPERTY INSURANCE FOR THE ON SITE STORE(S) AND INVENTORY, ANY DEDUCTIBLE FOR LOSSES COVERED UNDER THE PERSONAL PROPERTY, AUTOMOBILE LIABILITY, OR GENERAL LIABILITY INSURANCE POLICIES OF NAPA, ALL EQUIPMENT SUPPLIED BY NAPA, CORPORATE ALLOCATION EXPENSES (AS DEFINED BELOW), INVENTORY INVESTMENT EXPENSE, OBSOLESCENCE EXPENSE, PENSION FUNDING COSTS, ACCOUNTING FEES, GENERAL OFFICE EXPENSES, AND SHARED SERVICE EXPENSES. NAPA SHALL PROVIDE AN EXPENSE STATEMENT OF THE PARTS OPERATIONS TO THE PARTICIPATING ENTITY ON APPROXIMATELY THE _____ OF EACH MONTH FOR EACH ON SITE STORE. AN EXAMPLE OF AN EXPENSE STATEMENT REFLECTING SUCH COSTS AND EXPENSES IS ATTACHED HERETO AS EXHIBIT _. PARTICIPATING ENTITY ACKNOWLEDGES AND AGREES THAT THE COSTS AND EXPENSES REFLECTED ON THE EXPENSE STATEMENT SET FORTH ON EXHIBIT _ ARE SUBJECT TO CHANGE BASED ON ACTUAL MONTHLY COSTS, EXPENSES OR CORPORATE ALLOCATION EXPENSES INCURRED RELATIVE TO THE OPERATION OF THE ON SITE STORE(S). PARTICIPATING ENTITY ACKNOWLEDGES THAT IN ORDER TO ACHIEVE ECONOMIES OF SCALE, NAPA UTILIZES CERTAIN HEADQUARTER AND CORPORATE PERSONNEL TO ASSIST IN THE PERFORMANCE OF THIS AGREEMENT IN ORDER TO HAVE FEWER EMPLOYEES PERFORMING ROUTINE GENERAL ADMINISTRATIVE TASKS SUCH AS PAPERWORK AND FILING AT THE ON SITE STORE(S), ALLOWING NAPA COUNTER PERSONNEL TO FOCUS MORE ATTENTION ON SERVING THE ON-SITE STORE OPERATIONS, AND MAXIMIZING ON-SITE COST EFFICIENCY. AS A RESULT, EACH ON SITE STORE LOCATION IS CHARGED CERTAIN**

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CORPORATE ALLOCATION EXPENSES FOR VARIOUS LINE ITEMS SHOWN ON EXHIBIT _ ("CORPORATE ALLOCATION EXPENSES") WHICH ARE CALCULATED AS A PERCENTAGE OF TOTAL PRODUCT SALES FOR EACH MONTH. AS SUCH, THERE IS NOT A SUPPORTIVE INVOICE FOR SUCH EXPENSES OTHER THAN A MONTHLY ALLOCATION RATE STATEMENT.

(D) *NET PROFIT GUARANTEE*. SALES OF PRODUCTS AT EACH ON SITE STORE LOCATION WILL BE REVIEWED AFTER THE FIRST NINETY (90) DAYS OF OPERATION AND ON A MONTH-BY-MONTH BASIS THEREAFTER TO ENSURE A TEN PERCENT (10%) NET PROFIT FOR NAPA. IF MONTHLY SALES AT EACH ON SITE STORE, INDEPENDENTLY AS OPPOSED TO IN THE AGGREGATE, ARE PRODUCING MORE THAN A TEN PERCENT (10%) NET PROFIT FOR NAPA, NAPA WILL PAY TO PARTICIPATING ENTITY, VIA A REFUND CHECK, THE OVERAGE. CONVERSELY, IF NAPA'S NET PROFIT FOR THE PRECEDING MONTH IS LESS THAN TEN PERCENT (10%), NAPA WILL BILL PARTICIPATING ENTITY FOR THE DEFICIENCY.

PRICING PLAN SUMMARY

NAPA PRODUCT PRICE	**BILLED TO PARTICIPATING ENTITY BASED UPON NAPA'S 9074 NAPA PRICING PROFILE**
NON-NAPA PRODUCT PRICE	**BILLED TO PARTICIPATING ENTITY AT NAPA'S CURRENT PRODUCT ACQUISITION COST PLUS A TWENTY-FIVE PERCENT (25%) GROSS PROFIT. THE FORMULA FOR NON-NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS NAPA'S CURRENT PRODUCT ACQUISITION COST DIVIDED BY .75. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.** **EXAMPLE: NAPA'S CURRENT PRODUCT ACQUISITION COST IS $1.00. PARTICIPATING ENTITY'S PRICE WOULD BE $1.00/.75=$1.33**
THIRD PARTY SERVICES PRICE	**BILLED TO PARTICIPATING ENTITY AT NAPA'S COST PLUS A TWENTY-FIVE PERCENT (25%) GROSS PROFIT. THE FORMULA FOR THIRD PARTY SERVICES FOR PARTICIPATING ENTITY IS NAPA'S COST DIVIDED BY .75. THIS FORMULA WILL ACHIEVE THE GROSS PROFIT RATE SET FORTH ABOVE.** **EXAMPLE: NAPA'S COST IS $1.00. PARTICIPATING ENTITY'S PRICE WOULD BE $1.00/.75=$1.33**
OPERATIONAL EXPENSES	**PAID BY NAPA IN ACCORDANCE WITH SECTION (C) ABOVE.**
NET PROFIT GUARANTEE	**AMOUNTS WILL BE REFUNDED OR CHARGED BASED ON THE FAILURE OR ACHIEVEMENT OF AN OVERALL TEN PERCENT (10%) NET PROFIT FOR THE PREVIOUS MONTH AS DETAILED ABOVE.**

PRICING OPTION # 4 (NOT-TO-EXCEED 11% MARKUP MODEL). NAPA SHALL BILL PARTICIPATING ENTITY FOR THE FOLLOWING CATEGORIES: (A) PRODUCTS, (B) THIRD PARTY SERVICES, AND (C)

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OPERATIONAL EXPENSES (AS DEFINED BELOW). THESE CATEGORIES AND THE PRICING FOR SUCH CATEGORIES ARE FURTHER DEFINED AS FOLLOWS AND IN THE PRICING PLAN SUMMARY BELOW:

(A) *PRODUCT PRICE.* THE PRICING OF NAPA PRODUCTS SHALL BE CURRENT NAPA JOBBER ACQUISITION COST, WHICH MEANS NAPA'S CURRENT GOLD PRICE AS SET FORTH ON NAPA'S CONFIDENTIAL JOBBER COST AND SUGGESTED RESALES PRICE LIST, PLUS AN ELEVEN PERCENT (11%) MARKUP. THE PRICING OF NON-NAPA PRODUCTS SHALL BE NAPA'S CURRENT PRODUCT ACQUISITION COST PLUS AN ELEVEN PERCENT (11%) MARKUP.

(B) *THIRD PARTY SERVICES PRICE.* THIRD PARTY SERVICES ARE THOSE SERVICES NOT TRADITIONALLY PERFORMED BY NAPA BUT REQUESTED BY PARTICIPATING ENTITY, SUCH AS WINDSHIELD REPAIR, TOWING ETC., AND PARTICIPATING ENTITY SHALL PAY NAPA'S COST PLUS AN ELEVEN PERCENT (11%) MARKUP FOR ANY THIRD-PARTY SERVICES.

(C) *OPERATIONAL EXPENSES.* PARTICIPATING ENTITY SHALL REIMBURSE NAPA FOR ANY AND ALL COSTS AND EXPENSES ASSOCIATED WITH THE OPERATION OF THE ON SITE STORE(S), INCLUDING, BUT NOT LIMITED TO, VEHICLE GAS AND MAINTENANCE COSTS, SALARY AND BENEFITS PAYABLE TO NAPA EMPLOYEES AT THE ON SITE STORE(S), WORKER'S COMPENSATION BENEFITS AND INSURANCE, UNEMPLOYMENT INSURANCE, PERSONAL PROPERTY INSURANCE FOR THE ON SITE STORE(S) AND INVENTORY, ANY DEDUCTIBLE FOR LOSSES COVERED UNDER THE PERSONAL PROPERTY, AUTOMOBILE LIABILITY, OR GENERAL LIABILITY INSURANCE POLICIES OF NAPA, ALL EQUIPMENT SUPPLIED BY NAPA, CORPORATE ALLOCATION EXPENSES (AS DEFINED BELOW), INVENTORY INVESTMENT EXPENSE, OBSOLESCENCE EXPENSE, PENSION FUNDING COSTS, ACCOUNTING FEES, GENERAL OFFICE EXPENSES, AND SHARED SERVICE EXPENSES. NAPA SHALL PROVIDE AN EXPENSE STATEMENT OF THE PARTS OPERATIONS TO THE PARTICIPATING ENTITY ON APPROXIMATELY THE _____ OF EACH MONTH FOR EACH ON SITE STORE. AN EXAMPLE OF AN EXPENSE STATEMENT REFLECTING SUCH COSTS AND EXPENSES IS ATTACHED HERETO AS EXHIBIT _. PARTICIPATING ENTITY ACKNOWLEDGES AND AGREES THAT THE COSTS AND EXPENSES REFLECTED ON THE EXPENSE STATEMENT SET FORTH ON EXHIBIT _ ARE SUBJECT TO CHANGE BASED ON ACTUAL MONTHLY COSTS, EXPENSES OR CORPORATE ALLOCATION EXPENSES INCURRED RELATIVE TO THE OPERATION OF THE ON SITE STORE(S). PARTICIPATING ENTITY ACKNOWLEDGES THAT IN ORDER TO ACHIEVE ECONOMIES OF SCALE, NAPA UTILIZES CERTAIN HEADQUARTER AND CORPORATE PERSONNEL TO ASSIST IN THE PERFORMANCE OF THIS AGREEMENT IN ORDER TO HAVE FEWER EMPLOYEES PERFORMING ROUTINE GENERAL ADMINISTRATIVE TASKS SUCH AS PAPER WORK AND FILING AT THE ON SITE STORE(S), ALLOWING NAPA COUNTER PERSONNEL TO FOCUS MORE ATTENTION ON SERVING THE ON-SITE STORE OPERATIONS, AND MAXIMIZING ON-SITE COST EFFICIENCY. AS A RESULT, EACH ON SITE STORE LOCATION IS CHARGED CERTAIN CORPORATE ALLOCATION EXPENSES FOR VARIOUS LINE ITEMS SHOWN ON EXHIBIT _ ("CORPORATE ALLOCATION EXPENSES") WHICH ARE CALCULATED AS A PERCENTAGE OF TOTAL PRODUCT SALES FOR EACH MONTH. AS SUCH, THERE IS NOT A SUPPORTIVE INVOICE FOR SUCH EXPENSES OTHER THAN A MONTHLY ALLOCATION RATE STATEMENT.

PRICING PLAN SUMMARY

NAPA PRODUCT PRICE	**BILLED TO PARTICIPATING ENTITY AT THE CURRENT NAPA JOBBER ACQUISITION COST PLUS AN ELEVEN PERCENT (11%) MARKUP. THE FORMULA FOR NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS THE CURRENT NAPA JOBBER ACQUISITION COST MULTIPLIED BY 1.11.**

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NON-NAPA PRODUCT PRICE	**EXAMPLE: CURRENT NAPA JOBBER ACQUISITION COST IS $1.00. PARTICIPATING ENTITY'S PRICE WOULD BE $1.00 X 1.11=$1.11** **BILLED TO PARTICIPATING ENTITY AT NAPA'S CURRENT PRODUCT ACQUISITION COST PLUS AN ELEVEN PERCENT (11%) MARKUP. THE FORMULA FOR NON-NAPA PRODUCT PRICE FOR PARTICIPATING ENTITY IS NAPA'S CURRENT PRODUCT ACQUISITION COST MULTIPLIED BY 1.11.** **EXAMPLE: NAPA'S CURRENT PRODUCT ACQUISITION COST IS $1.00. PARTICIPATING ENTITY'S PRICE WOULD BE $1.00 X 1.11=$1.11**
THIRD PARTY SERVICES PRICE	**BILLED TO PARTICIPATING ENTITY AT NAPA'S COST PLUS AN ELEVEN PERCENT (11%) MARKUP. THE FORMULA FOR THIRD PARTY SERVICES FOR PARTICIPATING ENTITY IS NAPA'S COST MULTIPLIED BY 1.11.** **EXAMPLE: NAPA'S COST IS $1.00. PARTICIPATING ENTITY'S PRICE WOULD BE $1.00 X 1.11=$1.11**
OPERATIONAL EXPENSES	**BILLED TO PARTICIPATING ENTITY IN ACCORDANCE WITH SECTION (C) ABOVE.**

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EXHIBIT B
EXAMPLE FORM OF PARTICIPATING ADDENDUM

This **PARTICIPATING ADDENDUM** (this "Participating Addendum") is entered into by **GENUINE PARTS COMPANY**, a Georgia corporation d/b/a NAPA ("Supplier") and _____ (the "Participating Entity") as of _____, 20__ (the "Effective Date").

WHEREAS, PURSUANT TO A COMPETITIVE SOLICITATION AND COOPERATIVE PROCUREMENT PROCESS OFFERED BY SOURCEWELL (HEREINAFTER, "SOURCEWELL"), A MINNESOTA SERVICE COOPERATIVE CREATED BY MINNESOTA STATUTES SECTION 123A.21, SOURCEWELL AND SUPPLIER EXECUTED CONTRACT #_____ ON _____, 202_ (HEREINAFTER, "SOURCEWELL CONTRACT") TO ESTABLISH A SOURCE OF SUPPLY FOR CERTAIN AUTO, TRUCK AND BUS PARTS AS WELL AS TO PROVIDE INTEGRATED BUSINESS SOLUTIONS SERVICES; AND

WHEREAS, PARTICIPATING ENTITY DESIRES TO UTILIZE THE PRICING AND INCENTIVES AVAILABLE UNDER THE SOURCEWELL CONTRACT ON THE TERMS AND CONDITIONS SET FORTH HEREIN IN ORDER TO RECEIVE INTEGRATED BUSINESS SOLUTIONS SERVICES FROM SUPPLIER.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Scope**. Supplier shall provide to the Participating Entity the products and services described in the Sourcewell Contract, which is incorporated by reference. Supplier and Participating Entity agree that the terms set forth in the Sourcewell Contract shall apply, and the parties specifically agree to be bound by such terms.

   Notwithstanding the foregoing, the parties agree that any administrative fees described in the Sourcewell Contract are payable only to Sourcewell.

2. **Term of Agreement**. This Participating Addendum shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Participating Addendum may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Participating Addendum past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Participating Addendum. Further, as Sourcewell awards new successive agreements to Supplier following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Participating Addendum.

3. **On Site Location**. In connection with such the services described in the Sourcewell Contract, Supplier shall operate the space provided by the Participating Entity for the storage and provision of inventory (such space, the "On Site Store(s)") and provide inventory to Participating Entity's locations and provide all personnel required to operate the On Site Store(s). Supplier will establish On Site Store(s) at the Participating Entity's following location(s):

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[LOCATION TO BE INSERTED]

Additional locations of the Participating Entity may be added to this Participating Addendum but only by a written amendment executed and agreed to by both the Participating Entity and Supplier.

4. Payment Terms and Pricing.

(a) Supplier shall invoice the Participating Entity for all inventory purchased pursuant to this Participating Addendum on a monthly basis according to the pricing plan described below. Participating Entity agrees to pay the entire amount of all statements received from Supplier by the 25th day of the month following receipt of any such statement. If the Participating Entity has not paid the entire amount of all statements received from Supplier within 10 days of the 25th day of the month following receipt of such invoice, the Participating Entity shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Participating Addendum.

(b) Participating Entity elects to utilize Pricing Option __ under Exhibit A to the Sourcewell Contract. A sample statement reflecting Supplier's operational costs is attached hereto as Exhibit A, but Participating Entity acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit A are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s).

5. Additional Terms.

(a) Primary Supplier. Participating Entity agrees that, unless otherwise set forth in mutually agreed transaction documents, the Participating Entity shall use Supplier as its "Primary Supplier" of the inventory, parts, and equipment covered by this. Participating Entities may purchase items outside of the Participating Addendum where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in Supplier no longer being the Participating Entity's Primary Supplier. "Primary Supplier" means the supplier that provides a minimum of 80% of the inventory needs of the Participating Entity.

(b) Provision of On Site Store. Participating Entity shall provide usable space for Supplier's On Site Store and inventory, which shall include access to restroom facilities, all utilities for the On Site Store(s) (including water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s)) and a safe work environment to Supplier that is free from hostility, violence, or discrimination of Supplier's employees or agents. Supplier may terminate this Participating Addendum immediately should Supplier encounter a hostile, violent, discriminatory, or unsafe work environment. Participating Entity shall maintain in good condition and repair (so as to prevent any damage or injury to Supplier's employees, the inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site

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Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(c) Exclusive Access to Parts Room; Risk of Loss. Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of the Participating Entity, and there shall be no intermingling of the Participating Entity's parts or other inventory with Supplier's parts or inventory. Access to the secured portions of the On Site Store location(s) shall be restricted to Supplier employees and authorized Supplier representatives only. Participating Entity's employees, contractors or agents shall not be permitted to enter the secured On Site Store area unless accompanied by a Supplier employee or other authorized Supplier representative unless otherwise agreed upon in writing. Participating Entity shall bear any and all risk of loss or damage from any cause to the inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of Supplier. Supplier shall invoice the Participating Entity for any such loss of or damage to the inventory and/or other personal property located in the On Site Store(s), and the Participating Entity shall pay such invoiced amount to Supplier in accordance with the payment terms set forth herein.

(d) Personnel. Supplier shall provide all personnel necessary to provide the Solutions. With respect to such personnel, Supplier agrees to discuss with and/or discipline an employee for violations of law or policy. In the case that Participating Entity is concerned about the detrimental effects of an employee's actions, Supplier will work in good faith with the Participating Entity to resolve the problem.

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

6. Termination.

(a) Either Supplier or Participating Entity may terminate this Participating Addendum (i) in the event that the other party fails or refuses to pay any amounts due under such agreement; (ii) in the event that the other party fails or refuses to perform any other obligation required under such agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or (iii) in the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

(b) In addition to the rights set forth in Section 6(a) above, Participating Entity may terminate this Participating Addendum for its convenience on thirty (30) days' written notice. Likewise, Supplier may terminate this Participating Addendum for its convenience on sixty (60) days' written notice.

(c) Supplier may terminate the Participating Addendum between Supplier and a Participating Entity or any other agreement executed by Supplier and a Participating Entity immediately in the event that the Participating Entity's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the Participating Entity's premises unusable for the On Site Store(s) in the reasonable judgment of Supplier.

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(d) Upon termination, expiration, or non-renewal of this Participating Addendum, Supplier shall have the option to require the Participating Entity to purchase all non-NAPA branded inventory owned by Supplier and located in the On Site Store(s) at Supplier's On Site Store's current product acquisition cost, and the Participating Entity shall have the option to purchase all NAPA branded inventory, owned by Supplier and located in the On Site Store(s) at Current NAPA Jobber Acquisition Cost. Upon Participating Entity's request, Supplier shall provide the Participating Entity with a listing of all NAPA and non-NAPA branded inventory owned by Supplier and located in the On Site Store(s).

(e) Upon any termination, expiration or non-renewal of the Participating Addendum between Supplier and a Participating Entity or any other agreement executed by Supplier and a Participating Entity, all duties, responsibilities and other obligations of each party shall terminate, except for the payment of any amounts due and owing to Supplier at the time of termination, expiration, or non-renewal. Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property or information owned by the other party that are in such party's possession. The Participating Entity shall allow Supplier to access and enter into the On Site Store location(s) to remove all equipment and other items of personal property owned by Supplier without being deemed guilty of trespass or any other violation of the law.

7. **Notices**. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to Supplier:

As to Participating Entity:

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand or overnight courier service or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 5.

8. **Miscellaneous.**

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

(b) No amendment to this Participating Addendum shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Participating Addendum is executed.

(c) No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right

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to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

(d) All obligations of a party under this Participating Addendum are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

(e) WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS PARTICIPATING ADDENDUM, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

(f) The parties hereto are independent contractors. Nothing in this Participating Addendum shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

(g) This Participating Addendum shall be construed and interpreted under the laws of the State of _____.

(h) This Participating Addendum may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

(i) In the event any part of this Participating Addendum shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Participating Addendum, and the remaining terms shall continue in full force and effect.

(j) In the event of a conflict between the Sourcewell Contract and this Participating Addendum, this Participating Addendum shall control.

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

(l) This Participating Addendum and the Sourcewell Contract constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect; however, the rights and remedies set out in this Participating Addendum are cumulative and in addition to (and not in lieu of) any similar rights or remedies available to parties in other contracts, agreements, or through law or equity.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the Effective Date.

GENUINE PARTS COMPANY

By: _____
Name: _____
Title:_____

_____***[NAME OF PARTICIPATING ENTITY]***

By: _____
Name: _____
Title:_____

Docusign Envelope ID: B05B4A8A-A16F-4987-AFDD-6C1322C583D5

EXHIBIT B1
Sample Operational Cost Statement

[To be attached.]

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RFP 090624 - Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities

Vendor Details

Company Name:	Integrated Business Solutions
Does your company conduct business under any other name? If yes, please state:	Genuine Parts Company
Address:	2999 Wildwood Parkway Atlanta, GA, Georgia 30339
Contact:	David Noble
Email:	david_noble@genpt.com
Phone:	215-390-4363
Fax:	215-390-4363
HST#:	58-0254510

Submission Details

Created On:	Monday July 22, 2024 07:34:08
Submitted On:	Thursday September 05, 2024 09:38:46
Submitted By:	David Noble
Email:	david_noble@genpt.com
Transaction #:	35569620-f633-4fa7-9ff3-d7facabd0490
Submitter's IP Address:	97.64.59.131

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	David Noble	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Genuine Parts Company, D.B.A. NAPA Integrated Business Solutions	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0HYJ6	*
5	Provide your NAICS code applicable to Solutions proposed.	423120	
6	Proposer Physical Address:	2999 Wildwood Pkwy, Atlanta, GA 30339	*
7	Proposer website address (or addresses):	https://www.genpt.com/ https://www.napaonline.com/ https://www.napa-ibs.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Bret Robyck Senior Vice President, Commercial Sales Bret_Robyck@genpt.com (614) 789 - 5444 2999 Wildwood Pkwy. Atlanta, GA 30339	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Noble General Manager, Integrated Business Solutions David_Noble@genpt.com (215) 390 - 4363 2999 Wildwood Pkwy. Atlanta, GA 30339	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bret Robyck Senior Vice President, Commercial Sales Bret_Robyck@genpt.com (614) 789 - 5444 2999 Wildwood Pkwy. Atlanta, GA 30339	

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

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	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. For almost 100 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service as a way to outflank the competition. 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 3,800 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 $22 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 450 fleet garages across the public and private sectors. With almost 100 years of distribution expertise, GPC's commitment, and reputation for streamlining the Supply Chain Solution process for our customers, positions us as a unique partnership. This partnership keeps fleets running at or above minimum readiness levels, while providing a cost savings to taxpayers.
12	What are your company's expectations in the event of an award?	If awarded, NAPA IBS will continue to renew/extend each of our 150+ current Sourcewell IBS contracts to the allowable timeframe. In 2015 when Genuine Parts Company responded to the RFP for the current Sourcewell contract #061015, we had 17 IBS operations using the contract. Since then, we have worked tirelessly to grow the contract and today have more than 150+ IBS customers accounting for more than $200MM annually. Our current customers have seen the benefits and are eager to continue the completely integrated programs we have begun over the last decade. We are already working on providing our team of IBS sales and marketing specialists in the US and Canada with initiatives to reach out to these customers in anticipation of an award. Our next order of business upon award would be a large-scale campaign to recruit new government agencies to our contract. We currently have 10+ new agencies awaiting award to begin using a new Sourcewell contract term. We already have specific digital tracking of Sourcewell contract opportunities through Salesforce.com and customized pipeline reporting and will be creating a Sourcewell customer testimonial and promotional video series and more that we will discuss in greater depth in our Marketing Plan responses. We will present the new contract to these 10+ agencies within the first 45 days after award. When looking at the government fleet sector, we have identified more than $500 million in potential new sales opportunity through NAPA IBS VMI services. With a new Sourcewell contract award, we estimate that we can achieve double the sales volume that we are doing today through new government contracts. Finally, we have more than 250 current IBS government customers in the US and Canada that are not currently using the Sourcewell cooperative for our contract. We feel there will be many of these agencies who will be looking for contract solutions to keep our partnerships going with minimal effort and interruption. Our number one priority for these customers is to promote the Sourcewell contract as a vehicle to forego the RFP process when our current contracts come up for rebid. We feel good about our opportunities to convert many of these to Sourcewell contracts upon award. We are also currently working to drive Sourcewell revenues through our other related Sourcewell contracts, including MRO management and fleet auto parts, further strengthening our relationship with Sourcewell and our mutual business impact. All in, the opportunity to more than double our existing contract base using Sourcewell is our main objective with a new award.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Genuine Parts Company has had more than 90 years of financial growth and operational stability. This strength brings confidence to Sourcewell members who want to know they are doing business with a company that is here to support them long term. Today, GPC is a leading global distributor with scale and brand strength. We have a strong track record of strategic acquisitions to drive growth in large, fragmented addressable markets where we can leverage our distribution expertise, efficiencies and shared services across our portfolio of businesses. We continuously optimize our portfolio and organizational structure for profitable growth and year over year maintain a strong balance sheet, cash flow, disciplined capital allocation and history of consistent dividends. In 2023, we continued to grow through several strategic transactions designed to optimize our portfolio and create value for our stakeholders. All in, 2023 was a record sales year and we provided our shareholders with a 6.0% total return. Our financial results in 2023 reflect the positive impact of our strategic growth initiatives and continued focus on improving our operating performance, maintaining a strong balance sheet, driving meaningful cash flows and effective capital allocation. In 2020, the COVID-19 crisis had affected business and governments across the world and GPC has felt some of these effects as well. However, by focusing on the health and safety of our people and supporting agility in our operations, we have come through this stronger than ever and posted record growth in 2022 and 2023. Overall, GPC has a strong history of sales and profit growth, increasing sales in 87 consecutive years and profits in 75. Additionally, 2023 marks our 67th consecutive year of increased dividends to our shareholders. For further information and documentation, please find our 2023 annual report in the document upload section of this response.	*
14	What is your US market share for the solutions that you are proposing?	With 450+ IBS locations across the US, GPC/NAPA has an estimated 80 percent market share in the scope of the government vendor managed inventory services outlined in this RFP.	*
15	What is your Canadian market share for the solutions that you are proposing?	Within current government agencies that are doing vendor managed inventory programs in Canada, NAPA IBS has an estimated 90 percent market share. With 28 IBS sites across the country, including our cornerstone Sourcewell contract with the City of Toronto and ten other government IBS contracts. Our Canada operations are experienced and ready to grow their Sourcewell IBS footprint.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Genuine Parts Company has never petitioned for bankruptcy protection in our 96-year history.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. 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, 27 Heavy Duty Stores, in the US as well as 8 distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. In addition, NAPA Integrated Business Solutions (NAPA IBS) is a separate service offering that is made available through both our company-owned and independent operations. NAPA IBS is a trademarked, licensed brand exclusive to the NAPA family of stores. Through contractual assignment language, we are able to authorize our independent locations to perform the exact same services proposed within our response and have done so multiple times under our current contract. Additionally, to best serve our Sourcewell customers, we have a vast network of more than 2,000+ outside suppliers available exclusively through our NAPA IBS network, that we partner with to be a full service, turnkey sourcing solution for government fleets that require more product than the NAPA system alone can provide. In these cases, we act as a service provider in procuring parts and managing those vendor relationships. All functions of this work are done by GPC employees or independent store employees. Typically, we do not hire third-party employees on any contracts unless specifically asked for by the government agency.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Genuine Parts Company holds current business licenses to operate, as well as brick-and-mortar infrastructure, in each of the 50 states as well as Canada. With our company and independent store network, it is important to note that NAPA has current business licenses to do business in more than 6,000+ markets with existing Sourcewell members. This means to there are local businesses with tax paying citizens working in those markets ready to serve them today.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Genuine Parts Company has not had any suspension or debarment action applied to our organization in the past ten years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2019, NAPA was awarded the Sourcewell Pioneer award at Sourcewell's H20 for our commitment and drive to grow the current Sourcewell VMI contract. In the last five years, the contract has grown exponentially through the IBS team's commitment to cooperative purchasing. Our vendor managed inventory services with IBS are also awarded with the successes of our customers. Over the past 30 years our NAPA IBS customers have received hundreds of local and national awards. In Government Fleet Magazine's 2023 Leading Fleet Awards, the following fleet organizations received awards of operational excellence and have attributed part of their success to NAPA IBS. These awards are given to the best fleets, all of the below being current NAPA IBS customers and many of which being Sourcewell members, for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business. Current NAPA IBS Customers Awarded as Leading Fleets in 2023: • Hillsborough County, FL (#1 in 2023) • Cobb County Fleet Management • City of West Palm Beach • Palm Beach County Sheriff's Office • City of Lakeland, FL • City of Richmond, VA • City of Gainesville, FL Fleet Management • Sarasota County, FL Government Fleet Services • City of Olathe, KS • Farmers Branch, TX • City of Dublin, OH • The City of New York, NY • UCLA Transportation • Knoxville Utilities Board • City of San Diego, Department of General Services, Fleet Operations Division • City of Miami Beach, FL • New York City Police Department	*
21	What percentage of your sales are to the governmental sector in the past three years?	Of our 450+ IBS locations, Government (City, County, State, DOT, Government Utility) and Education (Higher Ed/K-12) comprise about 60 percent of our overall purchase volume in vendor managed inventory services. Of that government market, approximately 80 percent is traditional government and 20 percent is education. We also have very large customers in the private sector (airlines, construction, utility, private fleets) that are a significant portion of our IBS services. It is a tremendous value to our government customers that we have information on vendors from our private sector business as it broadens the scope of availability on OE and MRO supplies for our government and education fleet customers.	*
22	What percentage of your sales are to the education sector in the past three years?	Our education customers can be divided into K-12 bus fleets and higher education fleets. Traditional K-12 fleets have been the majority of purchases for us in the last three years. However, we have seen a significant uptick in Sourcewell members in the higher education category contracting with us. Of our total government volume, education is currently 22 percent of our annual sales volume.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	NAPA has a mix of state, provincial and cooperative purchasing contracts that make up our government business segment. We have 40+ standalone and cooperative state contracts for traditional automotive parts. Within the scope of vendor managed inventory services, we also have state and cooperative contracts that provide the specifications required by this RFP. A summary of each type of contract we currently hold is below. Traditional Parts Business: $152,000,000 Direct Contracts with States (no coop): Total average annual contract value past 3 years = $3.8 million • State of Delaware • State of Georgia • State of Idaho • State of Iowa • State of Massachusetts • State of Mississippi • State of Utah • State of Virginia • State of W. Virginia Cooperative Contracts: NASPO: 22 States Total avg. annual contract value past 3 years = $62 million Sourcewell: 5 States + Individual Cities Total avg. annual contract value past 3 years = $70 million Vendor Managed Inventory (IBS) Business: Direct Contracts with States (no coop): Total average annual contract value past 3 years = $34.2 million • State of Arizona • State of Illinois • State of Kansas • State of Ohio Cooperative Contracts: Sourcewell: 3 States Total average annual contract value past 3 years = $14.0 million • State of Georgia • State of Illinois • State of Massachusetts
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAPA IBS holds no GSA contracts currently.

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Sacramento, CA Department of Public Works Fleet Division	Alison Kerstetter Fleet Manager AKerstetter@cityofsacramento.org	916-808-1163	*
Town of Cary, NC Dept. of Fleet Management	Brandon Pasinski Fleet Division Manager brandon.pasinski@townofcary.org	919-469-4098	*
City of Ventura, CA Public Works Department	Mary Joyce Ivers Deputy Public Works Director mjivers@cityofventura.ca.gov	805-701-7315	*
Polk County, FL Fleet Management Division	Robert Biller Director, Fleet Management robertbiller@polk-county.net	863-534-5660	
Additional references and testimonials from customers are available. Examples supporting the NAPA IBS model have been uploaded to the additional documents section of the RFP.	Additional references and testimonials from customers are available. Examples supporting the NAPA IBS model have been uploaded to the additional documents section of the RFP.	Additional references and testimonials from customers are available. Examples supporting the NAPA IBS model have been uploaded to the additional documents section of the RFP.	

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

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

Line Item	Question	Response *	
26	Sales force.	NAPA IBS has 100% coverage of the US through full-time NAPA IBS dedicated sales representatives across our five automotive company divisions: Our NAPA United States Sourcewell salesforce is comprised of five sales execution support teams: Dedicated sellers are listed. Eastern Division: Raymond Uzzolino - CT, DE, MA, ME, NH, NJ, NY, PA, RI, VT Mid-Atlantic Division: Josh Peters, Steve McNeal, and Rich Huzi - DC, IN, KY, MD, NC, OH, PA, SC, TN, VA, WV, TN Midwest Division - John Marchese, Enrique Bermeo - IA, IL, KS, MI, MN, MO, NE, WI, CO Southern Division: Hunter Beal, Peter Purpura - AL, AR, FL, GA, LA, MS, TX, OK Western Division: Mike Picardi, Robert Sperry – AK, AZ, CA, HI, ID, OR, MT, ND, NV, SD, UT, WA, WY In addition to our dedicated sales force in the US, we have local teams in every major market that are knowledgeable about and invested in promoting the Sourcewell program. Our local General Managers, District Managers, Commercial Sales Managers, Wholesale Managers and Area Managers make up another 250+ NAPA team members who are tasked with growing this contract. NAPA will be also supporting the Sourcewell contract amongst 4 regions across Canada. Below is an organizational breakdown that demonstrates how it will be supported in the Atlantic, Quebec, Ontario and the Western region. Central & East Regions - Stephanie Cooney-Mann - ON, MB, NS, PEI, NB, NF Quebec Region - Pierre Berthiaume - QC West Region - Troy Sawada - BC, AB, SK David Noble - General Manager of NAPA IBS - NAPA Headquarters • Sourcewell Contract Support • Responsible for all business category segments of IBS sales and operations including, project implementation, personnel development, operations, contracts, software integrations and marketing	

• Senior, single point of contact for all Sourcewell contract questions

Craig Stamm - Director of Operations - NAPA IBS
• Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations

Kristine Bielke - Marketing Coordinator - NAPA IBS
• Manages NAPA IBS Digital Marketing and Salesforce.com database efforts
• Coordinates Digital Marketing for Sourcewell publicity and marketing efforts

Jake Hiers - IBS Inventory Control Manager
• Manages NAPA IBS national "Vendor Spend" analysis
• Identifies reasonably achievable pricing cost schedules by supplier and/or industry
• Identifies targets for potential national vendor buying agreements
• Coordinates non-NAPA product line database to promote national inventory and sales reporting
• Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence
• Provides feedback and input on IBS inventory control improvements

Eric Maurey - IBS Operations Manager
• Establishes and provides oversight of standardized procedures
• Reviews operational initiatives for increased efficiencies
• Reports to upper management on operational key performance indicators (KPIs) of our group
• Establishes and reviews corporate IBS Policies and disperses them to the field
• Oversees implementation of service and accountability initiatives
• Sourcewell audit reporting reconciliation specialist

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

Donna Wright-Walsh - IBS IT Director
• Maintains relationships with major fleet software providers
• Oversees all software integration and IT reporting efforts
• Reviews new technology issues to improve platform compatibility NAPA IBS Headquarters Sourcewell Contract Support - Canada

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

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

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

Martin Rolland - UAP Inc. Legal Counsel
• Reviews all documents before we execute an RFP response, contract change or new agreements
• Negotiates and coordinates all Sourcewell and IBS contract documents

Gilles Desrochers - Director, Store Computing/Integration
• Oversees all software integration and IT reporting efforts
• Reviews new technology issues to improve platform compatibility

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	NAPA IBS promotes the Sourcewell vendor managed inventory contract to all of our 6,000+ stores nationwide. Our dealer network is broken out into 5,000 small business independent stores and 1,000 company-owned NAPA stores. These stores and our 400 unique vendor-managed locations are supported by our 52 master distribution centers that contain more than $1 billion of fleet parts and other replenishment inventory for our network. The value of this network to Sourcewell members lies in our ability to provide inventory, distribution and local support in any area of the US or Canada without having to incur excessive mobilization or freight times or charges. If a member wants to implement our services, chances are we already have boots on the ground in their location who are trained and ready to support them right away. Our network is available 365 days each year to get our customers the parts they need in the most efficient way possible. Our network starts with the 5,000 local, small business NAPA stores that support Sourcewell in the areas where they operate. Many municipalities, such as the City of Tuscaloosa, Alabama, place a strong emphasis on supporting local businesses. Our local NAPA network within the city allows us to meet their requests. When they had a need for fleet parts support, they were able to use our Sourcewell VMI contract to not only capture the benefits of the IBS program, but also support our local NAPA store owner, Joseph Roberto (Tuscaloosa, AL), and his operation that consisted of employees who lived and worked in the City in which they were serving. Our internal independent NAPA network supports local, small business across the US and Canada. We also have dedicated efforts across our local operations and our corporate footprint as a whole to support minority, women, veteran-owned and disadvantaged businesses in all of our sourcing activity. Whether a contractual obligation or a good-faith effort, this is an important cornerstone of our community support policy for IBS. In addition to our 4,000 local small business independent NAPA stores, we have the strength of our corporate-owned distribution network backing up the IBS program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to our Sourcewell member customers. They also take advantage of our sister companies like Motion Industries, all under the Genuine Parts Company organization, that provide non-fleet distribution across the US and Canada, including industrial supplies, office products, MRO products, equipment and more. Furthermore, NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent mechanics in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified mechanic nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting out certain jobs to local small business NAPA AutoCare facilities. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work. All of our stores, whether under corporate or independent ownership, have the ability to source and stock the products that our customers need, whether NAPA branded or sourced from our outside network. This provides members the choice of what fits their fleet and facilities operations best while still having the power of our network to provide it. We currently work with more than 2,000 outside vendors in the IBS program that supply a wide variety of product categories and provide a basis for comparison for our customers on price, quality and service so they know they are getting what they want for their dollars.	*

28	Service force.	NAPA employs thousands of store, area, district, divisional and national sales and operations professionals to help execute our IBS programs and put boots on the ground in all areas across the US and Canada. The dedicated sales and operations team outlined in question #26 are solely focused on business development, compliance, and operation in all IBS contract engagements in the US and Canada. In addition, they do offer road service and manage the contract process throughout the life of the contract for our company and dealer network for IBS services. They are involved in contract selling, contract negotiation, mobilization, initial vendor management, and project implementation. After the launch of our IBS locations, the IBS sales representative remains involved with the contract to ensure we are meeting benchmarking and key performance indicators for the customer. They are a vital part in bringing outside market information to the fleets and maintenance facilities we service. Our IBS contract sales force is a mobile field-driven sales team and are available to service the customers at their locations and to assist our existing on-site parts management team in any endeavor. The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage: 1. NAPA IBS HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth. 6. At the site level, we have more than 1,500 employees who execute on daily KPI's to keep our customers running.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our order process for Sourcewell members requesting IBS services is as follows: Step One – Discover the need with fleet operations and management on outsourcing parts and service needs this will require analysis of current staffing, inventory, hours of operation, fleet needs, software adoption, billing processes, paperwork flow, audit procedures, and approvals. Step Two – Introduce co-operative contract solution as a means to contract during the early phase of our analysis. If the customer is not a Sourcewell member, we use this time to present the easy steps to become a member. If they are a Sourcewell member, we present our contract opportunity with IBS along with documentation on the solicitation. At this point we have added a step in our process to verify documentation of Sourcewell membership with our Sourcewell contract manager. Step Three – Complete financial and staffing analysis to determine needs of customer. Step Four – Once customer has agreed to proceed to contract, our GPC legal and NAPA IBS representative present our Sourcewell IBS contract terms to the customer for their legal review. Step Five – Customer builds business exceptions as part of our master IBS Sourcewell contract. NAPA IBS will negotiate specific terms for the customer based on their hours of operation, staffing needs, inventory needs, etc. Step Six – NAPA IBS and Customer come to terms on Sourcewell contract. Step Seven – NAPA IBS will inform Sourcewell when a contract has been agreed to between NAPA and customer. NAPA sets the commencement date with customer and ensures all operational systems are in place during mobilization. For Sourcewell, this is the window where we turn flags on in our system to accurately report sales per our Sourcewell contract agreement. Step Eight – Contract tracking and reporting will be communicated to Sourcewell on a quarterly basis along with announcements of all new contracts. a) Yes – Our independent dealer network will be part of this proposal. Genuine Parts Company controls the process much like was outlined above for our independent dealer network. The dealer is responsible during the analysis phase to provide staffing, inventory, and operational documentation. The dealer must agree to all of the terms of the Sourcewell IBS contract as well as the customization for a Sourcewell contract holder in the final agreement. To ensure these steps are made and done in our dealer network, Genuine Parts Company has provided an assignment document as part of the Sourcewell contract that must be signed by the customer, Genuine Parts Company, Sourcewell (if required), and the independent dealer as part of the contract process. The dealer is required to abide by the terms of the contract or will need to assign the business back to Genuine Parts Company. In order to maintain consistency and accuracy in reporting and contract fee payments, our NAPA headquarters team tracks and consolidates all company- and independently owned Sourcewell contract sales and reports them to Sourcewell directly.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service process and procedure support breaks into three categories: Sourcewell Contract Sales Process (Pre-Contract), Sourcewell Contract Implementation/Project Startup Process (Post Contract), and Sourcewell "Live Project" Process (Continuous Improvement Process) Note: All resources listed in this section are already in place and immediately available to respond to the award and commitments of a Sourcewell contract and subsequent contract marketing, mobilization and implementation. Sourcewell Contract Sales Process - Pre Contract General Manager, David Noble, and his team of dedicated Sourcewell IBS contract sellers are responsible for selling and promoting Sourcewell IBS contracts to thousands of prospective candidates and utilize the Sourcewell contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet management, procurement, finance, accounting and administration to build the best-in- class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team handle the deep dive 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 Sourcewell, our

sales team, and our Sourcewell contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our Sourcewell customers because of the speed of response on contract questions and finalizations.

Sourcewell 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:

• Databases Sourcewell contract in our in-house contract managing database
• Establishes contract pricing in the new site
• Coordinates IT support efforts on-site, point of sale and any special IT initiatives
• Verifies reporting systems for Sourcewell contract reporting
• Initializes our in-house on-line project management tools for the field
• Reviews internal business plan proposal to ensure contract compliance
• 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 timeline 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 comprising of members of our company that execute an IBS contract site implementation that includes initial inventory of customer's fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.

On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent Sourcewell IBS contracts will be led by a team of DC Regional Sales Directors / 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 Business Development Group. 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 Mgmt.) Product Support
• Heating and Cooling Product Support
• Paint and Body Product Support
• Tools and Equipment Product Support

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

Sourcewell "Live Project" Process (Continuous Improvement Process)
Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our Sourcewell contract customers. Each contract should have well-defined key performance objectives. Typical objectives include daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI's included in our contract.

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

		the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation. These business reviews are conducted using a proprietary digital business review tool that streamlines and regulates the review process and includes customer input, feedback and scoring to ensure we are delivering above expectations. We have included a sample business review document as an attachment. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer. The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters quarterly review of all Sourcewell contracts. Our Division Vice Presidents and NAPA Headquarters operational staff outlined in this response review the Sourcewell contract and subsequent business review reports produced by our local operations to ensure contract compliance.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in the United States. NAPA IBS has the unparalleled ability to provide our services to Sourcewell participating entities across the United States and we are already doing so today. We are currently actively under more than 70+ contracts using Sourcewell 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 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. In sum, we have more than $1 billion in NAPA inventory across our distribution network, $294 million of which is dedicated specifically to IBS VMI parts rooms. 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 more than 1,500 of them are solely focused on NAPA IBS customers. NAPA IBS has the people and resources to what the customer needs, when they need it. We have an incredible existing relationship with Sourcewell that demonstrates, year over year, our willingness to participate fully in this program. Sourcewell is the only cooperative contract that IBS holds in the US and it is an integral part of our selling and marketing fabric. Our national sales team and local support teams are well versed in presenting the Sourcewell solution to existing members and non-members and it is one of the first points raised when discussing simplifying VMI contract processes for governments. Beyond our current contract performance, we have further invested in our Sourcewell relationship through the other contracts we hold with Sourcewell, including Fleet Parts, MRO VMI, and Lifts & Equipment contracts. We also partner with Government Sourcing Solutions, a procurement consulting organization closely tied to Sourcewell, to help us seek out existing members and non-members to approach about the Sourcewell opportunity. Our plan is to expand upon our success with the Sourcewell contract into new business areas to provide solutions for many more Sourcewell members.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA IBS is superiorly able and willing to provide all products and services in this RFP to Sourcewell participating entities in Canada. NAPA IBS in the US and Canada work as one and we are excited about the possibility of expanding use of the Sourcewell contract in Canada. They have existing IBS vendor managed sites within government operations, including a Sourcewell contract with the City of Toronto, today. We have a dedicated sales staff in place today that is trained and ready to execute a similar marketing plan that we are using in the US to further grow our Canadian footprint with Sourcewell. NAPA has a strong presence in every region and is fully capable of serving the Canadian geographical locations described in this RFP of current and future Sourcewell members and represented associations. NAPA has a national presence from coast to coast across Canada. Thanks to our 600-store network and our strategic distribution centers locations, we can meet all members' needs in a short amount of time, wherever they are operating. In addition, NAPA IBS Canada is already engaged in fleet related trade organizations, including NAFA, RMA and Kinetic GPO, where we have easy access to promote and market the Sourcewell message. Our team is in place, the training is ready to go, and our NAPA Canada team would be ready to promote day one of an award. Finally, Genuine Parts Company and NAPA IBS can provide Sourcewell with future international expansion of the co-operative contract solution for what we do. GPC owns operations in Australia, New Zealand and Mexico as well. Our IBS efforts in those markets are just underway and could prove to be an excellent opportunity to help promote co-op solutions internationally with recent acquisitions in territories such as Europe and Australia.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Our NAPA IBS is available in all 50 states and every Canadian province. We have a unique capability of having ready-to-go staffing and brick and mortar support as well as nightly parts and supply distribution into all 50 states. With over 6,000 stores across all 50 states (and many US Territories) and 52 master warehouses we offer a unique way for our locations to get parts and supplies delivered at extremely low costs to our customers. In addition, our IBS services are available to all government (city, county, state, utility, transit, airports, etc.) and education (state universities and school bus garages) institutions. Non-profits can also be serviced under our IBS program if the program fits their needs.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	NAPA IBS can service every vertical listed in the RFP: Government, Education and Non-Profit. If there is a fleet or warehousing service need with a Sourcewell member, NAPA IBS can customize our solution for that customer. For example, today the IBS program currently operates parts rooms in all of the following verticals and more: • Municipal, State and Federal Fleets • Facilities Management • General Services Warehousing • Public Transit • Education • Aviation Management • Public Works • Sanitation • Transportation • Police • Fire • Utility • Parks & Recreation • Golf Courses • Forestry • & More NAPA operates in all 50 states and all Canadian provinces and has no geographical limitation on providing VMI services to Sourcewell members. We even have distribution centers and current NAPA IBS operations in Alaska and Hawaii that increase our service ability and reduce freight concerns for those regions. Areas we feel we can improve our footprint with Sourcewell is in the non- profit sector, including hospitals, charity and other organizations, and the federal sector. Regardless of the size of their fleets, these organizations have ways that we can help them manage their inventory better, and our MRO and warehousing management capabilities can be a good way to grow our Sourcewell business.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no requirements or restrictions for Alaska or Hawaii within the services in our RFP. NAPA IBS has brick and mortar warehouse locations and employees in both Honolulu and Anchorage as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently provide the services outlined in this RFP. The only US territory that we do not service currently is Puerto Rico.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes. NAPA IBS extends our valued VMI services to all public and private sector customers, including non-profit organizations.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA IBS has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • NAPA IBS Website (refreshed in 2024) – public facing marketing and lead generation website that prominently displays our Sourcewell contract details and links to Sourcewell's contract page. *Screenshot example of new format provided within marketing documents* • Salesforce.com - customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials (refreshed in 2024) - marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. *Examples provided within documents • Presentation Materials (refreshed in 2024) - our team has access to a predeveloped suite of digital content and presentation materials that promote the benefits of implementing Sourcewell contracts. • Video Content - we are working to implement video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. As stated, this material is to revamped throughout 2024 and into 2025. • Fleet Industry Events - NAPA IBS sales and marketing experts attend more than 30 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events: • NAFA I&E - www.NAFA.org • Government Fleet Expo (GFX) - www.governmentfleetexpo.com • FleetCon presented by FleetPros - www.FleetPros.org • AssetWorks Academy - Premiere Sponsor - www.assetworks.com • FASTER - Transit Mobility - Premiere Sponsor - www.FASTERasset.com • APWA PWX Public Works Expo - www.apwa.org • Equipment Fleet Management - www.emtsp.org Regional Events: • Florida Association of Government Fleet Administrators (FLAGFA) - Premiere Sponsor - www.FLAGFA.org • Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our primary use of technology for promoting our Sourcewell contract is through the NAPA-IBS website. Our website is a public-facing lead generation site that explicitly displays our Sourcewell partnership to prospective customers. The site also drives visitors to a contact page where we can collect fleet data and automatically pass it on to our local sales representative who is a trained expert on selling our Sourcewell option. When a prospect fills out the contact form, an email is automatically generated and sent to not only the local sales representative, but also to NAPA IBS executive and sales leadership to ensure prompt follow-up. We track all of this activity to measure our success rates and Sourcewell contract growth. The IBS website also contains digital tools and materials to help our team sell the Sourcewell VMI contract. It has a suite of presentation elements, which we use digitally these days to connect with prospects remotely and safely, as well as embedded testimonial videos that discuss how Sourcewell has helped real customers. These materials are also available to our entire NAPA store network to help them identify and educate potential Sourcewell customers that they already work with. Additionally, we use Salesforce.com, our customer relationship management system, to automatically track communication with Sourcewell customers and prospects through an integration with our Outlook email system. This allows our sales team to communicate more effectively with prospects and allows management to track pipeline movement and help drive results. Social media, such as LinkedIn (scheduled for relaunch), is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract. While we are proud of the digital efforts we make, we can always do more. Moving forward, we are considering ideas such as adding a specific Sourcewell information section to our web contact form on www.NAPA-IBS.com. We are also interested in adding a Sourcewell link into applicable government email communications from our sales team to increase exposure and drive Sourcewell conversations. NAPA IBS has invested in digital marketing beginning in 2025. This modernized approach will allow us to have greater touchpoints with decision makers for all industries we service.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell the IBS solution to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials - Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education - provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls and QBR attendance with your team. • Government Contacts - supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell IBS contract. • Legislation - continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts.	*

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA ProLink: NAPA ProLink is an exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or IBS locations. It gives the customer direct digital access to our catalog of more than 465,000 SKUs, all available on this contract. • Fleet Software Integrations: Our IBS sites offer a more in-depth digital solution to on- and off-site customers who want to order from us electronically. Integrating a shop's fleet software system into our inventory management and point-of-sale platform allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more. • Enterprise E-Procurement: NAPA IBS has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAPA IBS has a unique position in fleet related services as we are the only company in this space that houses our own internal technician training on-site, on-line, and manufacturer based shop training - all in one package. Genuine Parts Company has made the investment to have our own certified technician training in-house - all with the purpose to help our fleet customers drive efficiency in their operations and to ensure their technicians receive the most up-to-date training to keep their fleet vehicles on the road. Our customers need for training varies, so we have a mix of free training - offered by dedicated NAPA Product Support teams - as an added value to our customers, in categories including, Filtration / Heavy Duty, Undercar (Brakes/Chassis), Electrical / Underhood (Batteries, Rotating Electrical, Engine Management), Heating and Cooling, Paint and Body, and Tools & Equipment. This training is part of the fabric of any customer that has a NAPA IBS contract and will be available to Sourcewell members. In addition, AutoTech has online and on-site training courses available for an additional fee. NAPA also works with a select group of non-NAPA suppliers that are able to provide resources and customer product training upon request. The size and scope of any requested training will determine any fees associated with these opportunities. All fees would be passed through to the customer at our cost with no markup. All onsite and online training can be bundled and easily tracked by a government agency through our www.NAPATraining.com website. This is a one-stop location for government fleet professionals to track and manage all training activities within their operations. A full listing of offered courses has been added to the additional documents section.	*	
42	Describe any technological advances that your proposed Solutions offer.	The IBS HUB, a NAPA IBS exclusive technology platform, revolutionizes the way that NAPA conducts business with government fleet customers and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of- sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running. The IBS HUB directly impacts how an IBS operates, removing inefficient time-consuming activities and replacing them with intuitive interactive processes. Improvements that your		

Sourcewell members gain through the IBS HUB include, but are not limited to:

• Order Management (Work Orders)
• Inventory Management
• Local Supplier Management
• Inventory Barcoding
• Inventory Receiving and Reconciliation
• Automated, Accurate and Consistent Reporting.
• Ease of Integration
• IBS Network Wide Supply Chain Visibility

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

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

Consignment Inventory Work Order and Replenishment Features:

• Source parts from Consignment Inventory during parts issuance to work orders
• Ad-hoc/Scheduled Replenishment from on-site NAPA IBS location
• Parts will be controlled by specific Shop location or Garage
• Provides a static inventory listing for each location
• Stores bin locations for each consignment location
• Ability to conduct physical inventory sessions as often as needed, but required quarterly
• Ability to replenish Consignments via Supplier Orders, Interstore Orders and/or DC Orders
• Ability to aggregate inventory across multiple Consignments
• Ability to calculate and recommend MIN/MAX levels for Consignments based on specific location parts usage
• Tracking of inventory in Consignments that has been re-numbered or superseded to new product.

Benefits for IBS Customers and Sourcewell Members:

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

The recommended stocking quantity feature of the IBS HUB ensures the right parts are stocked in these locations in which space is normally limited. By tracking usage by the specific shop, the IBS HUB ensures only the parts used at each consignment most frequently is stocked. The Pending and Pull List functionally of the IBS HUB works to track each stocked part used at the location until it has been confirmed to be replenished. These functions make sure that the agreed upon stocking parts will be there when the technician needs them. The physical inventory sessions for each consignment in the IBS HUB make sure that the inventory in the offsite locations stay true to their expected stocking levels. Quarterly counts are required, but they can be run more frequently as needed. Ultimately the IBS HUB Consignment Module provides IBS clients with offsite inventory so that remote technicians have a consistent organized inventory to support their work.

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

Furthermore, NAPA, the Federal Government and Drone Delivery Canada (DDC) are participating in "The Moosonee & Moose Factory Pilot Program" to deliver NAPA Auto Parts to rural locations across Canada. Today the drones are carrying approximately 25 lbs. but DDC is working on those that could handle 100-400 lbs. NAPA vendor managed IBS sites in the US and Canada are also using a new proactive inventory management program called Pulse. The system uses predictive analytics to determine what factors drive categorical sales, including vehicle registrations, part failure rates, market demographics, climate and geography. Pulse also has the ability to customize inventory assortments for specific fleets by uploading a VIN list into the system, which creates an inventory list with the product categories of choice.

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	At NAPA IBS, we share our customers' and their communities' commitments to sustainable practices in procurement and fleet operations. Below are some of the benefits members will realize from working with NAPA IBS: • Many chemicals that are offered are non-detergent/green products • We recycle oil at our stores and can recycle oil for any customer • We advocate the use of the used oil filter crusher to extract environmentally hazardous chemicals from landfills • We recycle all plastic, paper, cardboard and wooden pallets at our DCs and HQ offices • GPC supports paperless systems initiatives within all business segments • GPC promotes the use of fuel-friendly delivery fleet vehicles • Many of our IBS customers have received Clean Cities Green Fleet of the Year awards in past years • GPC corporate has established a sustainability roadmap that is available for our customers to review on our corporate website • Upon customer requests, we can employ electric vehicles in certain of our operations In addition to our green fleet initiatives, NAPA IBS markets and sells many green Initiative products, including: • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries • Nature's Broom absorbent - eats shop floor oil and lubricants and is environmentally disposable • Micro Green - Lifetime Fleet Filtration Products Finally, NAPA IBS implements a strict environmental and spill policy: • All chemical products issued by NAPA will have a corresponding Material Safety Data Sheet or MSDS report. The MSDS sheet lists on-site potential hazards of the product. NAPA maintains a computer cataloged MSDS library that will be on the premises of our IBS Fleet locations. • NAPA IBS will produce a MSDS (and soon will make the move to new SDS) hard copy of all chemicals that will be stocked on the premises and update an OSHA approved MSDS book in the event of an emergency. • NAPA maintains a store policy mandating key emergency contacts be clearly posted in the event of an emergency. Hazardous Material hotline and Poison Control will be posted. • NAPA Policy Hazardous materials handling includes the use of protective measures such as an approved eye wash station, approved fire extinguishers, approved safety glasses and gloves. • NAPA will advocate the use of the environmentally friendly Parts Washer system to eliminate the use of needless hazardous chemical washing solvents to be replaced with "Ozzy Juice", an enzyme-based solvent proven to work both for the environment as well as the safety and well-being of the technician washing fleet parts.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAPA IBS is not a manufacturer of the products we manage for our VMI customers, but we make a concerted effort to source sustainable products from eco-conscious suppliers whenever possible. NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow: NAPA Fleet Management • Recycles more than 20 tons of tires annually • Recycles more than 5,000 gallons of oil annually General Recycling • More than 9,000 lbs. of cardboard annually • More than 8,500 lbs. of other waste annually Energy Efficiency • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO2	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAPA IBS is a unique, on and off site product and service procurement solution that is 100% customizable to support every customer partnership Our internal supply chain solution, and our integration capabilities separate us from the competition: • Current network of over 450 contracts - we offer a unique opportunity for Sourcewell to market to hundreds of existing contracts to use the Sourcewell contract as a vehicle to extend current services. No other vendor managed inventory fleet solution has the opportunity to expand use of the Sourcewell contract like NAPA IBS. • Dedicated IBS project staff and field operators that do nothing but sell and manage the vendor managed inventory solution presented in this RFP. • 30+ year network of over 2,000 OE, aftermarket, supplies, MRO and parts related vendors to support ANY operation that wishes to use the Sourcewell contract. Our services go well beyond NAPA branded parts and include many OE and alternative brands to give our Sourcewell customers a broad range of choice on the products they wish to use in their fleet and warehouse operations. No other vendor of these services can provide the choice and leverage that our 1,600 non-NAPA branded parts and supplies vendor network and experience can bring. NAPA IBS has exclusive vendor arrangements with key fleet parts and supplies-related vendors that are exclusive to NAPA IBS customers and are unavailable to any other supplier of these services. • The IBS HUB is NAPA IBS's exclusive technology platform that was built specifically for the IBS program and providing vendor managed inventory services. It is a technology that is exclusive to NAPA and is available to all Sourcewell members at zero cost to them. The IBS HUB replaces typical invoicing/point-of-sale technology and replaces it with a work order and inventory management tool that has point-of-sale functionality built into it. All functionality inside of the IBS HUB was designed to make our NAPA IBS team members more efficient in routine processes so that they can focus on the important task of procuring parts to help keep our customers' fleets up and running. It also contains detailed reporting that is available on demand or at scheduled intervals to customers' management teams so they always know exactly how we are performing and when their work orders will be complete. As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform, the IBS HUB. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more. *
46	Describe your capabilities in supply chain, logistics, and atypical demand when emergency response services and support are required during events such as extreme weather.	NAPA IBS staffs all customer locations based on their standard and emergency schedules. We operate as a full function parts and service provider for customers 24/7, 365 days as required. With our parts demand and fill rate requirements, we have the ability to forecast usage amounts to stay ahead of supply chain disruptions. Our partnerships with more than 2,000 product manufacturers, as well as having our own dedicated product distribution network, keeps our customer running and meeting their demands. A current customer approved process to address emergency product requests is as follows below. The Emergency Stocking Level Report by Stock Location report will is maintained by NAPA in Excel. When requested, it will be updated to reflect current on hand values. Adjustments to the Emergency Stocking levels are conducted by mutual consent. The emergency required product reports are reviewed during all QBR's held with NAPA and the customer. To further assist with unit down, emergency orders, NAPA IBS has invested in our IBS VIEW program, offering a full system insight to every on hand inventory at all 450+ locations can order from in time of need.

47	Describe your strategy regarding the disposition of existing and remaining inventory at the start of and conclusion of a Participating entity utilizing your services.	Once assuming parts room responsibilities as set forth by our customer, NAPA IBS understands the desire of Sourcewell members for NAPA to purchase the existing inventory that is currently on hand at the Sourcewell members location. NAPA's financial requirements can allow, upon review and approval, for NAPA to purchase inventory from a Sourcewell member that is in new, sellable condition, fits the current fleet and has verified issuance history in the most recent 12-month period immediately before the purchase. In addition to the sales justification inventory purchase standard NAPA is also required to complete a full wall to wall inventory to validate the purchase. Another option, if preferred by the customer, is for NAPA to manage existing parts room inventory for Sourcewell members utilizing NAPA's inventory management systems and issuing the inventory at $0.00 to Sourcewell members until the inventory is depleted and replaced with NAPA owned and managed inventory. At the conclusion of a contract - defined as termination, expiration, or non-renewal of the contract -NAPA shall require the Sourcewell member to purchase all non-NAPA branded inventory owned by NAPA and located in the on-site store(s) at NAPA's most recent acquisition cost. Additionally, the Sourcewell member shall have the option to purchase all NAPA branded inventory, owned by NAPA and located in the on-site store(s) at NAPA's current jobber net acquisition cost. This will help any Sourcewell member in their transition period if they choose to separate from NAPA.
48	Describe your ability to integrate fleet software into your inventory management program.	NAPA IBS offers exclusive fleet software integration capabilities for on-site and off- site vendor managed services. We also offer more in-depth integration capabilities within our IBS operations where customers may wish to have their current fleet software system integrate with our NAPA IBS point of sale system. This allows electronic transfer of work order parts orders, consolidated billing, data transfer, reporting, and down vehicle reporting to be integrated within our electronic point of sale system, improving shop productivity and ensuring all parts get placed on work orders and are billed correctly. Some of these integrations also allow for invoice reconciliation to happen electronically, dramatically improving productivity time for fleet and accounting departments. NAPA IBS is the only vendor submitting a response to this RFP with the full capability to provide these types of integrations. Others claim to integrate technologies but only offer a mass data dump at the end of each day. What we offer Sourcewell members means real-time data and reporting available to them on demand, a true view of where their shop or facility stands at any moment, and a customizable experience for their users that ensures their operational needs are met. Successful examples of NAPA IBS integrations to third-party fleet and facilities software systems include Assetworks FA and M5, Faster, RTA, Dossier, Chevin, and many more. In Gwinnett County, GA., an IBS customer for more than 10 years that adopted the Sourcewell IBS contract in 2020, their fleet management division utilizes AssetWorks software as the driver behind its entire fleet operation. NAPA worked with the County to build a custom integration between our IBS HUB system and their AssetWorks interface to create a more efficient way of doing this and the results were immediate. The County has reduced approximately eight-to-ten-man hours per day by reducing redundant parts keying and work order reconciliation, saving them valuable time and real dollars. Previously, a daily reconciliation report took four or more hours to compile and review, but today it has been automated and can be audited in under five minutes. NAPA IBS also has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products. Developing and managing this important technology requires time, financial investment and considerable manpower, so NAPA has invested heavily in a dedicated IT team that can support our operations and our customers throughout the life of our contract: Donna Wright Walsh: Director, IT & Integrations Kevin Osborn: Integrations Analyst Lead Tom Simcox: Integrations Analyst Lead Rob Thierry: Integrations Analyst Lead Michael Bilik: Analyst - Integrations Richard Gomez: Product Manager Aruna Vinod: Sr. Analyst - Quality Demetrios Papacharalampos: Developer Sheri Missner: Senior Project Manager Paul Macaluso: Senior Operations Analyst This team is responsible for supporting our customers in the following areas and more: • Leading and managing end-to-end integrations for NAPA IBS customers. • Integrating eCommerce platforms such as Ariba, Coupa, Jaeggar, AConnex, WHI, etc. • Implementing many eCommerce formats such as:

		• cXml • EDI ANS x.12 • .csv • .pdf • email • Implementing a multitude of eCommerce transactions such as: • Electronic Orders from customer to NAPA • Electronic Acknowledgements to Customers • Electronic Invoices to Customers • Electronic Payment/Remittance from customer to NAPA • Integrating Fleet Management Software platforms with NAPA's IBS HUB for IBS customers. In addition to direct integrations, we also offer unique specialized technology and internet tools that are built into the IBS system, including: PULSE - Market Inventory Classification System - This tool is used by NAPA to list most vehicles in a fleet and find/stock all applicable replacement parts. This tool will aid NAPA in maintaining the right mix of inventory for our customers. ProLink Connectivity - NAPA van provide any PC located in our customers facility access to NAPA ProLink. This is an internet-based tool to check inventory levels, costs, etc. on parts stocked in the Full-Service Shop and Self- Service Shop (www.napaprolink.com). FleetCross - Medium/Heavy Duty OE/Aftermarket E- Catalogs - NAPA can provide our customers facility with access to FleetCross on the web (www.fleetcross.com). NAPA will utilize its contract with FleetCross to provide IBS stores customized parts and service referencing systems for many OE vehicles, equipment, and parts.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(●) Yes ( ) No	DEI Awareness and Accountability Across the Entire Organization. We sponsor an array of Business Resource Groups (BRGs) to promote engagement and help create a more inclusive workplace. The BRGs encourage teammates to explore diversity issues in a safe environment and embrace their differences. In 2022, we expanded our commitment to the BRGs. As they develop and expand, they are communicating with and connecting to our teammates and communities in four key areas: • Engaging and developing group members who seek leadership positions within their group or across the company. • Increasing our diverse pipeline of candidates and helping identify teammates for promotion within the company. • Connecting their work to our business and sustainability initiatives and priorities. • Sharing their perspectives with leaders on corporate-level goals, decisions and policies. A full listing of GPC's Business Resource Groups can be found within our attached sustainability report on page 43. While Genuine Parts Company is a publicly traded company, we do work with a vast amount of local and national partners, including WMBE, SBE, MBE, and VBE. Listings and certifications for these vendors can be provided upon request, with permission from the servicing company.
50		Minority Business Enterprise (MBE)	(●) Yes ( ) No	Genuine Parts Company is a publicly traded company. Our IBS network of supply chain partners includes local Minority Business Enterprise companies within operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.

51		Women Business Enterprise (WBE)	◉ Yes ○ No	Genuine Parts Company is not a Woman Business Enterprise. We are a publicly traded corporation. However, our IBS network of supply chain partners includes local WBE businesses in many operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
52		Disabled-Owned Business Enterprise (DOBE)	◉ Yes ○ No	Genuine Parts Company is not a Disabled-Owned Business Enterprise. We are a publicly traded corporation. With the IBS model, we are able to work directly with DOBE companies to support our customers. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
53		Veteran-Owned Business Enterprise (VBE)	◉ Yes ○ No	Genuine Parts Company is not a Veteran-Owned Business Enterprise. We are a publicly traded corporation. However, our IBS network of supply chain partners includes local VBE businesses in many operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
54		Service-Disabled Veteran-Owned Business (SDVOB)	◉ Yes ○ No	Genuine Parts Company is not a Service-Disabled Veteran-Owned Business. We are a publicly traded corporation. With the IBS model, we are able to work directly with SDVOB companies to support our customers. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
55		Small Business Enterprise (SBE)	◉ Yes ○ No	Genuine Parts Company is not a Small Business Enterprise. We are a publicly traded corporation. However, our IBS network of supply chain partners includes local SBE businesses in many operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
56		Small Disadvantaged Business (SDB)	◉ Yes ○ No	Genuine Parts Company is not a Small Disadvantaged Business. We are a publicly traded corporation. With the IBS model, we are able to work directly with SDB companies to support our customers. Approved sample supplier companies have been added to the Additional Documents section of this RFP.
57		Women-Owned Small Business (WOSB)	◉ Yes ○ No	Genuine Parts Company is not a Women-Owned Small Business. We are a publicly traded corporation. However, our IBS network of supply chain partners includes local WOSB businesses at many operations throughout the United States. These partner listings and their certifications can be provided upon request, with permission from the servicing company. Approved sample supplier companies have been added to the Additional Documents section of this RFP.

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

58	Describe your payment terms and accepted payment methods.	Our contract payment terms for parts purchases and operational expenses as part of our IBS services are Net 30th. On a monthly basis, we deliver parts billing and operational cost billing as part of our services to our IBS contract customers. NAPA IBS is highly flexible in accepting payment options. We are able to integrate with most enterprise billing systems through our industry-exclusive IBIZ custom billing platform. NAPA is able to bill according to customer specifications, but at a minimum of monthly for both parts and operational expenses. The standard policy for all of our customers, and in the industry, is to accept payment via one of the following methods: • Check payment • ACH • Wire transfer Specific payment options are one of the core points that are detailed in our individual contracts with Sourcewell members.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	NAPA's standard lease and financing options for Tools & Equipment are available to all Sourcewell members, including educational and government entities.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All transaction documents are captured electronically within our IBS HUB system and are available upon request. Detailed data for every part request includes ordering technician, unit number, work order number, part description, quantity ordered/billed and more. Transaction examples are included within the documents upload segment of the RFP for review.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Our NAPA IBS operations typically do not accept p-cards for payment on our monthly parts statement or monthly operations charges statement. We do make exceptions where customers are required to pay us via p-cards. However, since our NAPA IBS operations bill customers for all operating costs incurred in our services, we will be required to bill back any p-card service charges incurred by our IBS store operations on the monthly operating statement bill. For this reason, most NAPA IBS customers do not use their p-cards for our monthly billing, as we would bill back any service related charges.	*

62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcewell members that elect to use the Sourcewell NAPA IBS Contract have four options for pricing models based on our on-site vendor managed inventory model. Pricing Option 1: No Markup Goods Pricing/Management Fee • Goods are sold to Participating Entity at no markup over NAPA's acquisition cost • Operating expenses are billed to Participating Entity • Separate management fee charged to attain a 10% return for NAPA on the sale price of goods Pricing Option 2: Not-to-Exceed 10% Margin Model • Goods are sold to Participating Entity at a 10% gross margin over NAPA's acquisition cost • Operating expenses are billed to Participating Entity • NAPA's return is built into the price of the part so no separate management fee is billed Pricing Option 3: Not-to-Exceed Pricing Profile #9074 / 25% Margin Model • NAPA branded goods are sold to Participating Entity on NAPA Pricing Profile 9074 (details available upon request) • Non-NAPA sourced goods are sold to Participating Entity at a 25% gross margin over NAPA's acquisition cost • All Operating Expenses are paid by NAPA and not billed to Participating Entity • All cost and return are included in the price of the part, so Participating Entity only receives one consolidated statement Pricing Option 4: Not-to-Exceed 11% Markup Model • Similar to pricing option 2a of the current contract, but goods are sold to Participating Entity at an 11% markup over NAPA's acquisition cost (as opposed to gross margin) • Operating expenses are billed to Participating Entity • NAPA's return is built into the price of the part so no separate management fee is billed	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAPA IBS is a VMI service. The products we procure are a function of the services we provide. One of the top priorities of the program and most impactful services we conduct is to facilitate and negotiate ways to reduce the acquisition cost of our products, which in turn represents the discount our customers receive. Competitors who offer specific discounts often do so with no mention of the original cost of the part, resulting in higher prices that appear to be a good deal. Because parts in the IBS model are priced based on acquisition cost, all discounts we negotiate with our vendors are automatically passed on to our customers and we don't have to incur markups on products that are sourced internally. Here is how we arrive at our acquisition costs: For Non-NAPA, or sourced, products (non-NAPA branded goods - i.e. OE parts, tires, bulk fluids, proprietary parts, outside services, etc., the pricing passed on to our customer is our current acquisition cost plus whatever our contracted margin is for that good. We provide transparent documentation of all supplier invoices, so the customer knows exactly what they are paying for each part. NAPA IBS currently works with thousands of national brands and holds a national database of pricing for our customers as a comparison of the pricing offered by local, regional and national vendors to their project.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Based on our cost-based model, we do not provide rebates as part of a volume program with our IBS customers. We are an aggressive advocate for cost reduction on parts for our vendor managed customers. Any negotiated discounts are included at the invoice level and realized at the point of sale. Parts are sold to our customers based on acquisition cost and the pricing model selected at contract. The true cost savings for the customer is encumbered in the total solution of NAPA IBS - cost savings come from buying parts and supplies at the "after discount" price net acquisition cost on parts, inventory reduction and/or acquisition, transaction cost reductions, and shop productivity.	*

65	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	The NAPA IBS program offers a brand-agnostic approach to stocking parts rooms that gives each customer the choice of what combination of OE and aftermarket brands and product lines they want us to stock. Aftermarket parts have become a crucial savings vehicle for many Sourcewell members so our Sourcewell customers benefit because we are a direct supplier of these items that comprise a significant portion of their spend. For products that are outside of our supply chain or that are simply preferred by fleet or facilities management, we have a large automotive and non-fleet vendor network that we can turn to. We regularly source PPE products, outside repair work and other non- traditional inventory requests for Sourcewell customers across the US and Canada and we don't add any additional markups for doing so. The pricing model that we have in place applies to any part we stock regardless of the source. With NAPA IBS, the goal is to build an inventory that fits the customer, not one based on our preferences or agenda. Furthermore, we provide transparent invoices from all suppliers so our customer can see acquisition costs and make smart purchasing decisions. Due to our affiliation with NAPA, we do have the important ability to source a vast selection of parts from our internal supply chain, saving the customer significant dollars when they choose to go that direction. We work with 2,000+ outside vendors to source parts for our Sourcewell customers today, but the cost savings offered by supplying NAPA parts makes NAPA the number one stocked brand across our IBS parts rooms. Stocking NAPA parts offers a dramatically reduced acquisition cost versus what our competitors pay for the same parts. Vendors without this internal supply chain pay and pass on to the customer multiple markups on aftermarket parts. Finally, our national footprint creates buying power with our suppliers that reduces overall acquisition costs, and therefore final pricing, but it also guarantees one more thing: The potential loss of a large customer in the IBS world would not have an impact on our ability to achieve the best pricing and service from our suppliers, adding stability to our service that not all competitors who rely on just a few large accounts can provide.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additions to total cost outside of our acquisition costs may include requests for projects such as IT projects, special freight requests, customer equipment purchases, third-party involvement agreed to by the customer, or overtime charges that come up as part of our agreement. Those expenses are 100% verified and agreed to by a customer before they are ever billed or charged as part of our services. We have witnessed many cases where competitors charge additional fees that raise the overall cost of services, but we do not charge any of the following through the NAPA IBS program: • Standard mobilization or installation costs • Internal freight • Technology integration costs on solutions we already provide • Markups on operating expenses We provide transparent and accurate costs of our program up front and throughout our contracts. Our pricing model stays consistent throughout the contract and can be easily amended for the changing needs and scope changes from any Sourcewell members.	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As part of our IBS services, the only freight or shipping costs come in the form of special order parts and supplies as requested by the customer. For example, if we have a specific application part that is an emergency and the only supply for that particular part is from a vendor in another state we provide the customer with a freight approval for and will only ship upon approval from authorized Sourcewell IBS customer approver. Freight and shipping on special order items is billed to customer on the itemized operating statement on a monthly basis and is billed at cost with no markup. In addition, freight for these special order items is included on our invoice along with the part for auditing and tracking. NAPA branded parts are primarily supplied from our closest NAPA Distribution Center at no freight charge to the customer. Our NAPA Distribution Centers are available for parts supply 7 days per week for our On-site NAPA IBS stores. Nightly freight deliveries to IBS locations are available on Monday-Friday with special pickups and deliveries on weekend. We also handle a wide array of local, regional and national non- NAPA vendors. Our goal is to have a vast majority of stock on hand to avoid freight charges. We work with all vendors to deliver us parts at cost - with no separate delivery charges.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	NAPA IBS has no requirements or restrictions for Alaska, Hawaii or Canada within the services in our RFP response. NAPA IBS has brick and mortar warehouse locations and employees in Anchorage, Honolulu and throughout Canada, as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently do provide services outlined in this RFP. NAPA also has export distribution centers on the West Coast (Sacramento) and East Coast (Miami) that already have international logistic channels of distribution in place that can expand our services proposed in this agreement to the Caribbean, Central America, South America, and the South Pacific (including Guam). Since we have brick and mortar store and warehouse operations in Alaska, Hawaii and Canada, they will have the exact same benefits as all other 48 states. Since they are part of the Genuine Parts Company family and NAPA network - NAPA branded products are delivered at the same cost as the mainland US. Freight and shipping for special order parts and parts not available through local and regional vendors would be vetted the same as in the 48 mainland states. Freight charges would be on an approval basis from customer on special order and national vendors. Genuine Parts Company owns our own private feet company in Rayloc Merchandise Distribution Services (RMDS). RMDS provides transportation solutions for all of GPC's U.S. based companies. RMDS is often called upon to deliver weather related emergency relief supplies and provide solutions for any other special projects the GPC family orchestrates. RMDS is headquartered in Atlanta, GA and has cross-dock facilities in Atlanta, GA, Cedar Rapids, IA, Charlotte, NC, Hagerstown, MD, Indianapolis, IN and Memphis, TN. RMDS logistical services are available to Sourcewell members and upon request, our logistics professionals review opportunities and work towards value-add solutions. Because we have our own distribution network, we are able to significantly lower the cost of freight for our Sourcewell member customers.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA IBS has several unique offerings within our contracts that provide procurement and service solutions to our 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 450+ 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: • 725,000 SKUs of NAPA branded parts • 4 Million SKUs of MRO, Industrial, Office and other products	

through Motion Industries
• More than 2 million through our network of 2,000+ external supplier partners

Off-site Inventory Services:

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

Hub and Spoke Services:

In some cases, we have customers that have multiple sites but do not require staffing at all locations. In these cases, we can model a hub and spoke inventory management system using people, technology, bar coding and standard operating procedures to accomplish the parts management goals of our customers. The unique nature of NAPA's brick and mortar operations, 52 master distribution centers and 6,000 retail outlets, gives NAPA a unique 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 450+ dedicated vendor managed inventory sites (NAPA IBS) allows us to give our government/education customers unparalleled service and availability. *

Virtual Inventory Exchange Warehouse (VIEW):

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

Electronic Vending Machine/RFID Solutions:

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

MRO Warehouse Supply Management:

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

Technology Solutions:

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

		Custom Technician Training Solutions: We are dedicated to helping productivity in the shop through shop training - paced at the speed of the shop. Whether it is on-line, on-site or classroom study, NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge. www.NAPATraining.com	
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NAPA Integrated Business Solutions employs an in-depth, multitiered audit system that extends from self-audits to third-party corporate governance. Self-audit Process/Program: NAPA IBS manages a similar process with audits on all 450+ IBS contracts nationally. Corporate Auditing and Governance: As a publicly traded company, Genuine Parts Company is guided by Sarbanes- Oxley corporate governance and auditors as part of our public responsibility. Our business units in all company operations, including NAPA IBS, are audited regularly. IBS Corporate Auditing: Genuine Parts Company supplies each of our IBS locations with 3rd party inventory auditing contract inventory teams - per Sarbanes Oxley regulations. Each Sourcewell/NAPA IBS customer agreement will include monthly monitored electronic tracking of all customer purchases handled through our NAPA Headquarters in Atlanta, GA. The contracts will be subject to a quarterly compliance business review with involvement from the contract owner (GPC or independent dealer) and the customer and will be signed off and logged at NAPA Headquarters) for compliance. NAPA Internal Audits: NAPA internal audits occur at a minimum twice a year before and after our interim write off period. Stores scoring less than 85% will get re-audited to ensure the non-compliance items are corrected. GPC Internal Audit and NAPA team members use the national "APG Store Loss Prevention Review" guidelines to randomly select and audit stores and to discuss results in detail with management and senior leadership. Due to the random nature of these audits, we are unable identify the frequency. The regular NAPA audit is used to ensure a location is ready for GPC internal Audit. NAPA external audit is conducted by EY and assisted by Moore Colson. These audits require quarterly, interim and annual support and are reviewed by GPC Sr. Leadership and used to sign off on the company financials and 10K documentation. Parts Pricing and Operations Statements Compliance: Our HQ's IBS operations department listed in this response produces and reviews month end contract compliance reporting to ensure each customer's prices match their specific agreements and with any deviation reported to the operations for corrections. This team performs quarterly pricing reviews along with our local operations to ensure our customers receive contract pricing per our agreed Sourcewell contract. Our on-site point of sale system will be the system of record for all transactions, and we have dozens of daily, weekly and monthly reporting available to any IBS customer for contract compliance. In many of our IBS sites, we are very familiar with contract compliance and audit measures, so our team is seasoned to report and audit our operations. This transparency is reflected in our IBS Sourcewell contract agreement attached. As a rule, in many of our IBS contracts, we provide a specific market basket of products to our customer with specific margins and costs to ensure compliance, typically on a quarterly basis. Our customers may pick the parts from parts acquired in the contract and may ask us to do an analysis on our contract price versus the price charged. We then produce specific reports and billing showing specific contract price to ensure compliance. The audit needs of our Sourcewell contract customers may differ so we write the information requirements specifically in our contract language. NAPA IBS operates within a transparent government and education fleet	*

		environment every day and takes price compliance very seriously. In addition, all IBS customer purchases are stored and protected in our GPC secured network daily. Purchases are held in two separate secure corporate servers/data warehouses and preserved for the term of the contract for internal and external audit purposes. Sourcewell Marketing Requirements: In regard to marketing and advertising requirements, our GM of IBS will assign the designated IBS Marketing Coordinator to ensure the IBS website has the most current Sourcewell marketing materials posted and maintained monthly.	
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The following items are specific, trackable metrics that, if awarded this contract, we will use to measure our success in growing our Sourcewell footprint through the IBS program. Contract Renewals: The ability to renew our existing 150+ Sourcewell IBS contracts through the term of the new contract means customers are happy with the program and partnership we have built and guarantees future revenue for NAPA and Sourcewell. Existing IBS Contract Conversion: We make a concerted effort to promote the Sourcewell contract to our existing standalone customers as a way to continue their service with us without having to issue an RFP. Converting non-cooperative contracts to Sourcewell is a great way to grow our success. New Sourcewell Contracts: Acquiring new government fleet customers through the implementation of the Sourcewell IBS contract is the most impactful way to grow NAPA's and Sourcewell's business simultaneously. Customer Satisfaction Surveys: Every quarter, our local management teams meet with every IBS customer to discuss key wins, opportunities for improvement, and the state of the relationships. Following each of these reviews, the customer submits a satisfaction score that is tracked by NAPA Headquarters. The scores our Sourcewell customers give us are a strong indicator of our ability to deliver on the promise of what we offer.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	NAPA IBS proposes a 1% fixed percentage fee paid to Sourcewell based on monthly total net sales of the IBS to the Sourcewell contract customer, on all IBS contracts using the Sourcewell contract as a procurement vehicle. This fee would be payable to Sourcewell on a quarterly basis directly from NAPA headquarters, regardless if the Sourcewell IBS contract was through a company or independent location. NAPA HQ will handle the sales tracking, reporting, audits, and fee disbursement. The 1% fee will be paid by NAPA Headquarters directly to Sourcewell - none of these fees will have an economic impact on the actual end user IBS Sourcewell customer. These payments to Sourcewell will not reflect in the price of the parts or services paid by the IBS contract customer.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	NAPA's not to exceed pricing models are industry leading for the value offered by NAPA's Integrated Business Solutions. Unparalleled value-added benefits of the NAPA IBS program cannot be imitated. Our customers choose to partner with industry leading parts, people, and pricing they've come to expect from NAPA.

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	NAPA Integrated Business Solutions (IBS) is a customized on-site (or off-site) vendor managed parts and supplies inventory management program offered by NAPA Auto Parts under the trademark name Integrated Business Solutions. Genuine Parts Company/NAPA has engaged in this specific service offering for more than 30 years. In the simplest form NAPA IBS is a service for fleet customers in any government segment (State, DOT, City, County, Utility, Federal, etc.) or education segment (Higher Education and K-12) where the customer has a need to more effectively manage the parts, supplies and materials it takes to maintain their fleet vehicles. NAPA's on-site store program provides the following benefits: • On-site, vendor managed, inventory consisting of commonly used items. These items are purchased and held at NAPA's expense and are charged to the customer only when used for a given maintenance or repair. • Dedicated staff providing on-site parts related services. • Procuring, stocking, and issuing of automotive parts including both NAPA branded and non-branded items. • Work order system integration to ensure parts and equipment are timely and accurately charged to vehicle maintenance and cost records. These services greatly reduce the involvement of agency personnel in the acquisition and administration of parts enabling improved departmental focus on core functions and responsibilities. Today, NAPA IBS operates over 450 on-site locations for multiple government and private fleet and warehousing operations in the US and over 20 sites in Canada. Each IBS contract is unique because each fleet we service has different hours of operation, different vehicles, varying ages of vehicles, and unique staffing situations. no two fleets are the same. Each IBS location is customized for the government/education customers business. We start with a fresh scope of work and use industry best practices as benchmarks, then build a customized service and store structure around the government agency's needs (people, vendors, services, hours, space, and inventory). NAPA IBS works with government administrations, procurement and fleet operations to develop a custom contract and scope of work. Once contract terms are agreed to, we mobilize staffing, inventory, standard operating procedures, billing processes and regular contract compliance reporting. When onsite, NAPA IBS manages any product our customers need us to handle (NAPA and Non-NAPA Automotive/Truck/GSE Parts, OE parts, office supplies, safety material, tires, bulk fluids, and more). Under the Sourcewell agreement, the NAPA IBS store will be physically located within the customer's fleet shop or facility. However, NAPA IBS may offer an off-site model should the customers location not be an option. NAPA will staff the location with full-time employees dedicated to that customer. NAPA will work with the customer's personnel to identify existing inventory with low utilization and will provide management with recommendations for disposition. NAPA will then procure commonly used items and supplies used by the agency, at its own cost, to stock the On-Site Store. NAPA's assigned resource will be responsible to procure all automotive and heavy truck related items, whether or not these are available through NAPA or through any other source. All items, whether issued through the On-Site Store, or

procured by NAPA on the agency's behalf will be entered into the agency's work order management system.
Our current Sourcewell customers have experienced immediate benefits leveraging a cooperative contract to employ our onsite location service.

Included Benefits:

• Contracting Speed and Simplicity - Every government entity wants to be able to build contracts and solutions that meet their specific needs and working through Sourcewell and NAPA IBS they have been able to do that while avoiding a laborious and expensive RFP process. Especially in a year of pronounced operational difficulties and global crisis, solutions like this one have helped governments get the help they need more quickly and efficiently.

• Immediate Inventory Reduction - NAPA IBS owns the parts supply and inventory. In many cases, we buy the existing non-obsolete parts the customer stocked prior to IBS, relieving them of the inventory investment. Then we add additional inventory on NAPA's investment to support the fleet and improve fill rates.
NAPA IBS stores sell our contract customers parts and supplies as they need them - on-demand. dramatically reducing the expensive world of owning and managing inventory. The customer only pays for the part when they use it.

• Staffing - NAPA IBS provides the staff to run the parts operation during the hours the customer needs us. This staff is 100% dedicated to their contract customer and will also be available to cover the parts operation after hours and in emergency situations if needed).

• Transaction Cost Reduction - NAPA IBS works with fleet departments and procurement departments to reduce the number of transactions by reducing paperwork and reducing the vast number of vendors usually servicing a fleet. We source from all vendors NAPA and non-NAPA and provide our customers with one bill at the end of the month. By consolidating the monthly parts bill into one statement, our customers experience a big transactional cost savings reduction by paying one bill versus hundreds.

• Technology Advances - NAPA IBS also works to reduce transactional time and cost by integrating our exclusive IBS HUB point of sale system with existing fleet and warehousing software systems. By integrating with a fleets existing software platform, we help them leverage a major investment they have made in their fleet software and fully utilize the billing, reconciliation, work orders, and reporting available in their software. Most importantly, it ensures that all parts and supplies used in the shop get billed to a proper work order - allowing our customers the auditability of what they do in their fleet operations. NAPA seamlessly integrates with dozens of the most popular systems on the market (including Assetworks - Fleet Focus, FA, M5, Faster, RTA, Dossier, Chevin).

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

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

• OE & Aftermarket Automotive Parts
• Light, Medium & Heavy Duty Truck Parts
• Off-Road & Construction Equipment
• Marine Parts & Equipment
• Transit-Specific Parts
• Agriculture Parts
• Tires
• Fluids & Chemicals
• Shop Supplies
• MRO Products
• Chains
• Tools & Equipment

		• Lifts & Jacks • Vehicles • Hydraulics • Janitorial Supplies • Office Products • Paint • and more We offer such a breadth of sourced and internal NAPA goods to provide our government customers a perfect mix of OE and aftermarket options. Our role is to provide fleets with options that allow them to select the products they need while meeting quality, warranty, price and availability criteria, regardless of brand. The choice of products remains in the customers hands. While we work with more than 4,000 manufacturers and distributors, we are supported by the full Genuine Parts Company distribution network, including NAPA Auto Parts, Motion Industries, and Traction Heavy Duty Truck Parts.	
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our on-site Vendor Managed Inventory model, we also offer customized off-site distribution options to meet customer performance expectations. These services provide repair parts, fluids, tools and repair equipment. NAPA IBS has the ability to not only utilize our own delivery capabilities but add services through Door Dash to exceed customers logistic needs and keep them operating well above required readiness levels. Subcategory titles would include site direct, off-site options, Tools & Equipment, and Logistic Warehousing capabilities. Additional subcategory outline of services/solutions NAPA IBS can provide within this RFP are outlined as follows: • Vendor managed fleet parts management services - aftermarket, OE parts, tires, related supplies, paint, tools and equipment • Vendor managed facilities Maintenance, Repair, and Operating (MRO) warehouse management services - including building materials, industrial materials, school supplies, office supplies. • Repair and diagnostic tools and equipment for fleet operations • MRO replacement supplies for facilities, schools, non-profits, housing authorities, transit agencies • IT services for fleet and MRO facilities - including warehouse enterprise software integration, consulting, fleet software integration, data management • Parts and MRO supplies using vending machine solutions -based on customer need • Off-site inventory vendor managed services - manned and unmanned • Parts and warehouse staffing services • Inventory management analysis • Exclusive online parts ordering via NAPA ProLink, customized punchouts or software integrations • Fleet metrics reporting • Public Works/Water Management Supplies • Building & Construction Supplies & Materials • Supply Chain Services	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Solutions	Offered *	Comments	
76	Vendor Managed Inventory solutions, such as:		◉ Yes ○ No	Value add items provided by NAPA IBS within this solicitation is our network of suppliers, customers, contracts and people. Today, we staff over 400 IBS fleet operations with well over 1,500 dedicated vendor managed on-site staff in our US operations. Our track record of driving cost out of fleet-related and warehousing operations stems through four main avenues: inventory management, staffing,	

					transaction cost reduction and shop productivity. Each of our 400+ US sites are unique. Today NAPA IBS owns and maintains over $200 million in parts inventory for hundreds of thousands of fleet vehicles. NAPA IBS specializes in Vendor Managed Inventory services (VMI). Customized Supply Chain Management Solutions. • Complete inventory analysis of parts, supplies, tires, chemicals, fluids and much more • Obsolete inventory reduction planning and dispersal services • State-of-the-art barcoding of all inventory regardless of vendor • Electronic min/max establishment and regular review to ensure specific fill rates Transaction Cost Reduction • NAPA IBS deals with hundreds of vendors and the customer only receives one monthly statement for parts • IBS can assist with reduction of paperwork through monthly invoice reconciliation services • The goal: Delivering streamlined paperwork and reduction of effort for accounting/billing Technician Training - NAPA IBS Exclusive • NAPA exclusive: Online technician skills assessment • NAPA Training exclusive: Over 200 online tech training modules • NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes • ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification Fleet Software Integration - NAPA IBS Exclusive • Seamless integration of customer's fleet management system with our IBS HUB inventory management system • This is full-scale integration, not just a data dump • Our staff insures all requested and billed	*	

				parts are on work orders • Full-time national IT support for IBS operations - including customized IT solutions Contract Compliance Reporting - NAPA US IBS Exclusive • Customer Summary Report - daily overview of parts operation efficiency. • Daily Status Report - work orders fulfilled, unfulfilled and pending. • Parts on Order/Unit Status Report - gives fleet manager view of all pending parts on order relative to specific pieces of equipment, including ETAs. • Daily Transaction Report - detailed data of each part requests including ordering technician, unit number, work order number, part description, quantity ordered/billed and more. • Vehicle Out of Service Report - shows number and percentage of fleet units current down waiting for parts. • Fill Rate Report - SKU- specific actual fill rates per contract KPIs. • Cost Comparison Detail Report - SKU-level daily report showing last paid cost versus previous cost. We are best-in-class on the training of our people and our customers and pride ourselves in transparency and driving results for fleet and maintenance repair operations.	
77		Parts, fluids, equipment, and supplies for vehicle, truck, fleet, and warehouse operations	(•) Yes ( ) No	Today, Supply Chain Solutions with NAPA IBS offers more than 2.2 million repair parts, fluids, equipment, and supplies for fleet repair services, as well as more than 4 million MRO and industrial skus.	*

78		On and off-site storage, service, and parts room operation, management, and staffing	(•) Yes ( ) No	Being a customized supply chain solution, NAPA IBS manages on and off-site operations to service multiple industries. Several of our models include both on and off-site models for the same customers, offering a hybrid capability to maximize efficiency. Off-site inventory services - Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution. In these cases, we are able to manage inventories remotely through our IBS HUB consignment program. Having consignment or off-site inventory loaded into our technology allows us to monitor what has been used, what needs replenishment and what to bill the customer for. Scheduled inventory counts are 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. *
79		Performance reporting, and data and technology analysis	(•) Yes ( ) No	NAPA IBS has invested in our own dedicated point of sales system (HUB) to capture all reporting needs for our customers. Our performance standards can vary largely depending on the size, scope, complexity and sometimes geography of the VMI operation we are managing. We work hard to customize a solution that works for each individual customer, but the following is a list of some of the most common standards and guarantees that we implement and track: • Performance

				standards, goals and KPIs of operating IBS parts rooms are tracked and can be reported through our IBS HUB system, which is an exclusive capability of NAPA IBS. The system provides regular and on-demand reporting on the following to communicate our operation successes and areas of improvement to customer management: • Parts Fill Rates • Daily Service Metrics • Inventory Special Order Tracking • Down Vehicle Time & Percentage • Inventory Readiness • Parts Cost Comparison We haveincluded an upload of the sample IBS HUB KPI report in this section of the supplemental document upload portal. • Regular contract compliance audits will be conducted to ensure operational accuracy. • We have invested in a digital business review portal that schedules, tracks and stores business reviews with every IBS customer on a monthly or quarterly basis. It also communicates results to the customer and solicits feedback and ratings from them so we can measure our performance from the customer's perspective. • We provide product choices for our customers. Whether NAPA parts or parts sourced from other suppliers, we will stock the parts that fit the customer's operation and preferences best. • We possess a local footprint in any area we operate. This allows us to provide backup inventory, staffing and distribution support in any situation without long wait times, expensive freight or mobilization charges. • We have industry leading technology capabilities to support our Sourcewell member partners that we can customize to meet their ordering, billing, payment and reporting needs. • Orders placed	*

				manually or directly with our parts staff will be addressed immediately upon request. • Orders placed electronically will be acknowledged in our system immediately and will be addressed by our parts staff within 30-60 minutes. • Where applicable and/or required, our parts staff and management will be ASE trained and/or certified. • All parts sold to customers will meet or exceed OE or equivalent specifications or will satisfy the required specifications of the individual Sourcewell member customers • Warranty eligible products will be identified, tracked, processed and credited through our IBS HUB inventory management system. When a technician brings a warranty product to our parts counter, we will know on the spot if it is eligible and will issue credit as appropriate, then work with the supplier to resolve the warranty. • All staff involved in IBS operations will be fully trained and knowledgeable on required parts, vendors and technology required to excel at the position. • Our contracts have the ability to be terminated by our customers if we are ever not meeting expectations. Most contracts have mutual 60-day termination clauses and language pertaining to our failure to meet obligations is negotiated on each individual contract.	
80		Fleet and facility software integration and data exchange	(•) Yes ( ) No	In addition to Line Item #79, IBS HUB by NAPA is the keystone for multiple fleet and facility software systems. Our HUB program has full integration capabilities with Assetworks, FASTER, and RTA to name a few. Our IBS sites offer a more in-depth digital solution to on- and off-site customers who want to order from us	

				electronically. Integrating a shop's fleet software system into our inventory management and point-of-sale platform allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more. • Enterprise E-Procurement: NAPA IBS has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*
81		Emergency response services	(•) Yes ( ) No	In the event that a disaster or emergency strikes a Sourcewell customer location, our local management teams are prepared to meet the challenges associated with this type of situation and have lived through them with your members over the history of the IBS	

				program. The following are a few examples of real emergency situations we have handled recently: Hurricane Laura - Louisiana • Category 4 storm in August 2020 that destroyed all local merchant channels, including area NAPA stores, across a large geography. • Large utility fleet and IBS customer designated as first responder and tasked with restoring the local electric utility infrastructure after the storm. Parts/equipment support needed for thousands of dispatched employees. • NAPA provided personnel support within 24 hours, sourced from our surrounding distribution centers and stores that were still operational. • Within 48 hours, NAPA had implemented tractor trailers as mobile parts and supplies vehicles that provided on-site support throughout the impacted area. • NAPA remained involved on-site with our IBS customer to support their efforts until the restoration of the local infrastructure was completed. COVID-19 Pandemic: • Global pandemic arising in the US in 2020. • Several IBS government fleets and Sourcewell users designated as first responders needing emergency backup staffing and parts support while maintaining operational safety. • Fleet and safety/PPE products were sourced and available for use by all first responders and all on-site personnel safety measures were strictly followed.	

				• K-12 school district customers were shut down completely, leaving staff at potential risk of unemployment. NAPA IBS reallocated personnel to working operations in our retail and IBS network and provided consulting for fleets on how to retain staff in other functions. COVID-19 Pandemic - Ventura, CA • PPE supplies unavailable throughout the state during initial spread in March 2020. • NAPA IBS sourced supplies from outside sources for the City of Ventura, a Sourcewell member customer, including 110 gallons of hand sanitizer and disinfectant. Ninety five percent of all parts requests are supplied within 24 hours of request, and eighty five percent are issued on demand. In all emergency cases, it is our job to provide backup or increased staffing, after- hours support and on-demand distribution for governments across the US and Canada. Early on in the COVID-19 pandemic NAPA was identified as an essential business in support of first responders and emergency operations and it has been our brick-and-mortar distribution infrastructure that has allowed us to serve them as well as we have. When an emergency hits, we stock up on the products that we know our customers will need, whether tires, snow removal equipment, light bulbs, PPE supplies, customers won't run out when it matters most. Also, because of our national footprint and distribution foundation, we can promise that no individual emergency will take away our ability to support Sourcewell members. We always have the capability to source from approved vendors if a location is	*

affected. While we will always respect and defer to the customer's emergency policies, GPC has a detailed Emergency Plan in place that establishes procedures to mitigate the effects of a disaster in an effective and efficient manner. Our staff is fully trained and have experience serving our customers, managing media and training others in the following cases and more:

- Flooding
- Hurricanes
- Fires
- HAZMATs
- Power Outages
- Snow/Ice
- Tornado
- Pandemic Outbreak

Upon opening a new IBS location, our management team will work with our customers to define the critical processes and the minimum staffing levels required to maintain the business operation for a period of weeks following a disaster situation. We will ensure our initiatives are in line with current customer procedures and that they will protect both our and the customer's employees and facilities.

In the case of an after-hours emergency that requires additional parts service at an IBS location, we have flexible options for how to manage the situation to accommodate the customer's needs in the best way possible. Some options that we have found to be efficient and successful are below, but we will work with the customer to arrange a plan that fits their protocol and desires.

For larger government operations, our IBS Site Managers, Area Managers and Project Managers will be available, "on call" to assist on-site in an emergency situation where parts service is required. In this situation, all transactions would be

				approached as normal. In some cases, we will arrange for a parts allotment to be available to customer staff outside of our parts room operating hours based on proven models in other IBS locations. The IBS Manager will then reconcile the inventory each morning. It is important to know that our team will be fully trained in our procedures as well as the customer's, and that IBS will always be operational to support their fleet in any situation. Additionally, all of our distribution centers and stores stock up on emergency equipment and supplies from NAPA, our other subsidiaries and outside vendors, during high risk periods to make sure we have the customer's needs covered. In addition to the physical needs of a shop during emergency situations, we also have data security practices in place to protect our information and our customers' in the case of instances where data could be affected. We have existing Sourcewell IBS customers who have gone through hurricanes, power outages and more and our data has always been secured and maintained through our backup servers located in Atlanta and Dallas.	
82		Parts replacement and warranty management	◉ Yes ○ No	Consignment Inventory Work Order and Replenishment Features: • Source parts from Consignment Inventory during parts issuance to work orders • Ad-hoc / Scheduled Replenishment from on-site NAPA IBS location • Parts will be controlled by specific Shop location or Garage • Provides a static inventory listing for each location • Stores bin locations for each consignment location • Ability to conduct physical inventory sessions as often as	

				needed, but required quarterly • Ability to replenish Consignments via Supplier Orders, Interstore Orders and/or DC Orders • Ability to aggregate inventory across multiple Consignments • Ability to calculate and recommend MIN/MAX levels for Consignments based on specific location parts usage • Tracking of inventory in Consignments that has been re-numbered or superseded to new product Warranty: Eligible products will be identified, tracked, processed and credited through our IBS HUB inventory management system. When a technician brings a warranty product to our parts counter, we will know on the spot if it is eligible and will issue credit as appropriate, then work with the supplier to resolve the warranty. Our NAPA IBS service guarantees that we will replace any alleged warranty item immediately for our government fleets. Then, our onsite personnel have the responsibility to submit warranties to specific product manufacturers and track that item from the moment it is returned through the discovery phase to conclusion. NAPA IBS outlines our warranty policy in each contract and has the responsibility to track and report on this for hundreds of suppliers that we procure parts from for our agency customers.	*
83		National distribution system services	(•) Yes ( ) No	NAPA IBS promotes the Sourcewell vendor managed inventory contract to all of our 6,000+ stores nationwide. Our dealer network is broken out into 5,000 small business independent stores and 1,000 company-owned NAPA stores. These stores and our 400 unique vendor-managed locations are supported by our 52 master distribution	

				centers that contain more than $1 billion of fleet parts and other replenishment inventory for our network. The value of this network to Sourcewell members lies in our ability to provide inventory, distribution and local support in any area of the US or Canada without having to incur excessive mobilization or freight times or charges. If a member wants to implement our services, chances are we already have boots on the ground in their location who are trained and ready to support them right away. Our network is available 365 days each year to get our customers the parts they need in the most efficient way possible. Our network starts with the 5,000 local, small business NAPA stores that support Sourcewell in the areas where they operate. Many municipalities, such as the City of Tuscaloosa, Ala., place a strong emphasis on supporting local businesses and our local NAPA network in the City helped them do just that. When they had a need for fleet parts support, they were able to use our Sourcewell VMI contract to not only capture the benefits of the IBS program, but also support our local NAPA store owner, Joseph Roberto, and his operation that consisted of employees who lived and worked in the City in which they were serving. Our internal independent NAPA network supports local, small business across the US and Canada. We also have dedicated efforts across our local operations and our corporate footprint as a whole to support minority- , women- and veteran-owned and disadvantaged businesses in all of our sourcing activity. Whether a contractual obligation or a good-faith effort, this is an important cornerstone of our community support policy for IBS. In addition to	

				our 5,000 local small business independent NAPA stores, we have the strength of our corporate-owned distribution network supporting the IBS program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to our Sourcewell member customers. They also take advantage of our sister companies like Motion Industries, all under the Genuine Parts Company organization, that provide non-fleet distribution across the US and Canada, including industrial supplies, office products, MRO products, equipment and more. Furthermore, NAPA Auto Parts partners with over 14,000 independent automotive repair shops to provide high quality automotive repair and maintenance parts to ASE service professionals. NAPA AutoCare is the largest network of independent owned repair facilities in North America. So, if it is time for routine maintenance or if a Sourcewell member needs major repairs, there is a NAPA AutoCare ASE Certified facility nearby. NAPA is highly motivated in partnering Sourcewell members contracted with IBS with our independent network of repair facilities to increase their technician productivity and reduce asset downtime by contracting certain repairs and services to local small business NAPA AutoCare operations. Ensuring the same quality parts are being used on all Sourcewell members equipment and possibly reducing costs by reducing the need of overtime contract mechanics for automotive work. All of our stores, whether under corporate or independent	*

				ownership, have the ability to source and stock the products that our customers need, utilizing NAPA branded or outsourced from our vendor network. This provides members the choice of what fits their fleet and facilities operations best while still having the power of our network to provide it. We currently work with more than 2,000 outside vendors in the IBS program that supply a wide variety of product categories and provide a basis for comparison for our customers on price, quality and service so they know they are getting what they want for their dollars.	
84		Stock and non-stock parts sourcing of original equipment and aftermarket parts, fluids, equipment, and supplies	(•) Yes ( ) No	Our distribution network includes the largest and most diverse product catalog of any service provider in the VMI world, including: • 456,000 SKUs of NAPA branded parts • 4 Million SKUs of MRO, Industrial, Office and other products through Motion Industries • Millions more through our network of 2,000+ external supplier partners.	*

85		Parts research, acquisition, and delivery	(•) Yes ( ) No	Stocked and non-stocked parts are evaluated based on usage. Every part is searched using our HUB system, as well as several other e-procurement platforms. NAPA Prolink allows us to search our own distribution network. Utilizing our own parts provider capabilities, as well as local and national account relationships, we can control part costs and minimize lead times. Our partnership with FleetCross allows us to research and interchange heavy truck and industrial products to open up a multitude of options for our customers. This again, allows NAPA IBS to provide options to the customer for not only the lowest acquisition cost of a part, but the best possible lead time. Delivery of parts is broken down into 3 categories. 90% of our customers usage is stocked regularly, while class "B" movers are received within 24 hours. All products can be delivered via our own vehicles, pick up at the counter, or hand delivered directly to the technician in their service bay. Also, we have recently partnered with Door Dash to help expedite pick up and deliveries to our customers in unit down situations, as well as site to site transfers for individual products.	*

86	Logistics Management Solutions, such as:		◉ Yes ○ No	In addition to our core function of sourcing and managing Sourcewell customer inventory, we provide a long list of logistics services that make their overall fleet operations run more effectively. What this does is creates a menu of service options for each customer that allows them to customize exactly what we do for them, so we know their needs are met. In addition to our long-standing parts logistics programs, NAPA has entered into a partnership with Door Dash to assist with priority delivery services, unit down, and parts replenishment services.	*
87		Warehouse management services	◉ Yes ○ No	In addition to our core function of sourcing and managing Sourcewell customer inventory, we provide a long list of logistics services that make their overall fleet operations run more effectively. What this does is creates a menu of service options for each customer that allows them to customize exactly what we do for them so we know their needs are met. Our IBS HUB system controls all aspects of analyzing inventory status, placing and tracking orders and deliveries, managing pricing and more so the parts operation is predictable for the customer and runs efficiently. Additionally, IBS employs digital warehousing solutions, when beneficial to a fleet operation, through JD Edwards and Manhattan IO platforms.	*

88		Warehouse and transportation coordination for in and outbound supplies	(•) Yes ( ) No	Our IBS HUB system provides reporting that shows all orders that have been placed, when they are scheduled to arrive, and what units and work orders are waiting on these parts. This helps the customer know when their units will be back in service and eliminates time spent trying to track down orders. NAPA's Delivery Tracker tracks outbound shipments providing our customers access to when orders from an IBS are expected to be delivered, delivery confirmation and digitally signed invoices.	*
89		Shipment optimization	(•) Yes ( ) No	NAPA IBS barcodes and bin locates codes every item in the parts room. Whether NAPA product or sourced product, we can tell the customer exactly what is on the shelf, where it is, and get it to them quickly. This ensures efficiency and accuracy in the picking of orders. NAPA IBS uses innovative shuttle systems to streamline parts supply to our customers by utilizing routes that strategically connect our distribution centers, retail stores and IBS shops and utilizes many 3PL partners such as UPS, Fedex, CH Robinson, to Door Dash, Lyft and Uber when the local NAPA delivery network is unable to provide products in a timely manner. In 2024 NAPA has entered into an agreement with Door Dash for parts delivery services, adding to our delivery innovations to meet customer needs, and keep them operational. NAPA IBS has implemented a delivery tracker software system for our vehicles so we can optimize our services for customers and decrease down time.	*

90		Freight management	◉ Yes ○ No	When required by our customers for long distance freight deliveries on orders we work with third party logistics companies (3PLs). The IBS HUB has the ability to integrate with these parties to incorporate their shipping statuses and ETAs and link that to our customers orders for increase visibility providing an efficient operation.	*
91		Load scheduling and delivery confirmation	◉ Yes ○ No	NAPA's Delivery Tracker tracks outbound shipments providing our customers access to when orders from an IBS are expected to be delivered, delivery confirmation and digitally signed invoices. NAPA Delivery tracker has the ability to incorporate delivery notifications and conformations of any large shipper or 3PL company that would be utilized by our customer.	*
92		Customs management for international shipments	◉ Yes ○ No	NAPA IBS handles international orders for our customers, both in, and outbound. We order specialty parts and equipment from across the globe, daily. NAPA IBS operations, and parts professionals work with experienced expeditors to ensure all customs requirements and international trade laws are followed to ensure the quick delivery of products through the borders. Status of shipping is updated into the IBS HUB to provide communication back to our customers of the progress of their orders.	*
93		Coordination of just-in-time replenishment of parts	◉ Yes ○ No	The core function of Integrated Business Solutions by NAPA is maintaining an on - hand inventory at our customers location to provide parts on demand as needed. The IBS HUB provides detailed analysis of inventory movement from the orders placed by our customer and vendor lead times to adjust minimum and maximum stocking levels as well as daily recommended stocking orders to our suppliers, to ensure that the on-hand inventory is	

				properly replenished to meet our customers' expectations of timely parts delivery. JOEI, NAPA Express, and our Virtual Inventory Exchange Warehouse (VIEW) are proprietary sourcing systems that allow our IBS store personnel access to our nationwide distribution network to find the parts they need easily. Our Virtual Inventory Exchange Warehouse (VIEW) within the IBS HUB 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. We are also tied into our outside suppliers' inventories so NAPA and non-NAPA parts can be acquired in the best way possible every time. For customer locations with an off-site IBS location, NAPA can manage remote and/or consignment inventories. Unmanned location inventory is managed, replenished and billed through our IBS HUB system. The technology reduces the required headcount to run a customer's parts operation, saving them dollars while ensuring a base inventory of fast moving parts is always available. When requested by a customer, we have the ability to implement vending machine solutions that give them access to parts after hours or at unstaffed locations.	*

94		Web-based solutions and knowledge-based professional services	◉ Yes ○ No	Web-based and in person training is available. A full list of all courses available have been added to the documents portion of this RFP. (2024 Shop Training)	*
95	Training, consultative, and administrative or technical support services related to the delivery of the solutions offered in or . above		◉ Yes ○ No	We are dedicated to helping productivity in the shop through shop training, IT support and other consulting efforts. NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge of operating their fleets. Technician Training - NAPA IBS Exclusive • NAPA Exclusive: Online technician skills assessment • NAPA Training Exclusive: Over 200 online tech training modules • NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes • ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification Technology & Innovation Support • Dedicated NAPA IBS Integrations Team • Local Operational Success Managers • Shop Technology Consulting • Fast support on all technology related items • Stockroom Optimization & Construction • Stockroom schematics and layout consulting • Shelving and storage provisions • Construction project facilitation • Location expansions and consolidations	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAPA-- Sourcewell Pricing Proposal (Final).docx - Friday August 30, 2024 09:56:31
- Financial Strength and Stability - 2023 GPC Sustainability Report_FINAL.pdf - Wednesday July 24, 2024 15:29:22
- Marketing Plan/Samples - Marketing Examples - Table 4.pdf - Wednesday September 04, 2024 10:06:10
- WMBE/MBE/SBE or Related Certificates - WMBE_MBE Metrics_Sample Partners (1).pdf - Thursday September 05, 2024 09:33:44
- Standard Transaction Document Samples - Invoice Examples For NAPA IBS HUB.pdf - Friday August 16, 2024 08:50:27
- Requested Exceptions - RFP_090624_Vendor Managed_Inventory_Logistics_Master Agreement Template (NAPA 8-29-24).docx - Friday August 30, 2024 09:57:25
- Upload Additional Document - Additional Doc_Letters of Rec_Invoicing_KPI-FillRate_TechTraining.pdf - Wednesday September 04, 2024 12:11:15

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

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

3. The Proposer certifies that:

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

(i) Those prices;

(ii) The intention to submit an offer; or

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

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

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

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

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

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

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

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

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Vendor_Managed_Inventory_Logistics_RFP_090624 Tue September 3 2024 11:07 AM	☑	6