

Contract #226051 - 01

AFTERMARKET AUTOMOTIVE AND HEAVY-DUTY VEHICLE PARTS

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1. Elliot Auto Supply Co Inc dba Factory Motor Parts' response to BAFO

PRICE PAGE - TUCSON, FLEET

PRODUCT CATAGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED <i>(Select and State the Discount Percentage)</i>		PRICING MATRIX <i>(Select one)</i>			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
AIR CONDITIONING AND HEATER PARTS	A/C COMPRESSOR '14 F150	MOTORCRAFT YCC528		40%		X		8-2022	\$499.64
	A/C COMPRESSOR '15 TAHOE	ACDELCO 15-22303		40%		X		8-2022	\$330.58
	A/C COMPRESSOR '15 IMPALA	GPD 6513006		52%		X		8-2022	\$324.54
AUTOMOTIVE BEARINGS AND SEALS	IDLER PULLEY 02 CHEVY 1500	ACDELCO 15-20676		40%		X		8/2022	\$20.89
	REAR AXLE BEARING '07 CROWN VICTORIA	BCA RP5707		60%		X		8/2022	\$34.58
	FRONT WHEEL GREASE SEAL '03-'09 RANGER	NATIONAL 9150S		60%		X		8/2022	\$8.66
BRAKE SYSTEMS	FRT BRK PADS '17 F150	CENTRIC 106-14140		66%		X		8/2022	\$79.02
	FRT BRK PADS '16 F250/350	CENTRIC 106-16800		66%		X		8/2022	\$77.55
	FRT BRK ROTOR '17 F150	FVP 121-65119		66%		X		8/2022	\$79.11
CHASSIS PARTS	FRONT SHOCK '11 PETERBILT 320	KYB 341613		67%		X		8/2022	\$64.89
	FRONT UPPER CONTROL ARM '06 F150	MOOG CK80306		67%		X		8/2022	\$105.08
	STEERING DRAGLINK '15 FORD F450	MOTORCRAFT MEF355		40%		X		8/2022	\$52.69
CHEMICALS	BLACK RTV	PERMATEX 82180		40%		X		8/2022	\$7.40
	75W-140 FULL SYNTHETIC GEARLUBE	FVP 75W140-5GL		60%		X		8/2022	\$193.27
	CARB CLEAN - NON CHLORINATED	FVP CC50ST11		60%		X		8/2022	\$2.85
COOLING SYSTEM COMPONENTS	BELT FAN/ALT '03-'14 PETERBILT	CONTINENTAL 4120910X		60%		X		8/2022	\$83.83
	RADIATOR 5.4L '07 F150	FVP RAD2818		60%		X		8/2022	\$148.78
	RADIATOR CAP 13 LB W/LEVER	MOTORAD ST13		68%		X		8/2022	\$5.38
DRIVETRAIN COMPONENTS	REAR AXLE 31 SPLINE '05 CROWN VICTORIA	DORMAN 630-413		57%		X		8/2022	\$159.92
	U-JOINT STRAP KIT NEAPCO 1-0046 OR EQUIVALENT	FVP 260-0280		60%		X		8/2022	\$16.98
	CARRIER BEARING '03 CHEVY 2500 P/U	ACDELCO 382A		40%		X		8/2022	\$11.76
ELECTRICAL COMPONENTS	POWER WINDOW MOTOR '07 CROWN VICTORIA	MOTORCRAFT WLM149		40%		X		8/2022	\$62.07
	TURN SIGNAL FLASHER '05 F150	MOTORCRAFT SF632		40%		X		8/2022	\$36.65
	FUEL PUMP/STARTER/MULTI USE RELAY '95-'04 FORD PROD.	STANDARD RY116T		62%		X		8/2022	\$6.43
ENGINE GASKETS & REPAIR PARTS	INTAKE GASKET SET 5.4L '06 E350	FELPRO MS96281		64%		X		8/2022	\$41.90
	WATER PUMP '11 CROWN VICTORIA	FELPRO 35478		64%		X		8/2022	\$4.04
	WATER PUMP/TIMING BELT KIT 3.5L '02-'03 DODGE INTREPID	CONTINENTAL PP295LK2		60%		X		8/2022	\$344.14
AUTOMOTIVE FILTERS	AIR FILTER 6.8L '11 F550	FVP P9883		71%		X		8/2022	\$10.99
	ENGINE OIL FILTER FORD CROWN VICTORIA 4.6L	FVP R1372		71%		X		8/2022	\$2.30
	AIR FILTER OUTER '11 PETERBILT 320	WIX 42226		58%	X			8/2022	\$24.70

PRICE PAGE - TUCSON, FLEET (continued)

PRODUCT CATEGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED <i>(Select and State the Discount Percentage)</i>		PRICING MATRIX <i>(Select one)</i>			Date of Current Price List	UNIT PRICE
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IGNITION SYSTEM PARTS	IGNITION COIL 5.4L '06 F350	STANDARD SPP39E		62%		X		8/2022	\$4.83
	COIL PACK 3.0L '05 RANGER	FVP FD498F		68%		X		8/2022	\$39.68
	IGNITION COIL 4.6L '07 CROWN VICTORIA	FVP FD503F		68%		X		8/2022	\$14.25
LIGHT & HEAVY DUTY AUTOMOTIVE LIGHTING PARTS	LAMP TYPE 9006	WAGNER 9006		70%		X		8/2022	\$3.90
	LAMP TYPE H6054	WAGNER H6054		70%		X		8/2022	\$11.57
	LAMP TYPE H4656	WAGNER H4656		70%		X		8/2022	\$10.80
AUTOMOTIVE SPARK PLUGS	'07 CROWN VICTORIA 4.6L	MOTORCRAFT SP405		40%		X		8/2022	\$3.50
	'06 F150 4.2L	NGK 2683		60%		X		8/2022	\$2.43
	'04 CHEVY 4500 6.0L	ACDELCO R44LTSM		40%		X		8/2022	\$2.27
TIRE & WHEEL MAINTENANCE COMPONENTS	VALVE STEM MILTON 413 OR EQUIVALENT	MILTON 413		60%		X		8/2022	\$0.64
	TRUCK VALVE STEM MILTON 486 OR EQUIVALENT	MILTON 486		60%		X		8/2022	\$6.96
	TIRE LUBRICANT MYERS 46653 OR EQUIVALENT	PERMATEx 80078		52%		X		8/2022	\$ 8.01
VEHICLE WIPER BLADES	22" J-HOOK	SPLASH		77%		X		8/2022	\$3.60
	19" J-HOOK	SPLASH		77%		X		8/2022	\$3.31
	18" J-HOOK	SPLASH		77%		X		8/2022	\$3.31
SERVICE LINE TYPE PRODUCTS	HI-TEMP GREASE #2 RED LITHIUM	FVP HTRG14		68%		X		8/2022	\$3.70
	MULTI-PURPOSE LUBRICANT CRC POWER LUBE OR EQUIVALENT	FVP MPG14		68%		X		8/2022	\$3.47
	SILICONE SPRAY	FVP WLGST3		68%		X		8/2022	\$3.25
SUB TOTAL - FLEET	\$3867.63								

NOTE: (Use Additional Pages as Necessary)

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PRICE PAGE - TUCSON, FIRE

PRODUCT CATAGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED (Select and State the Discount Percentage)		PRICING MATRIX (Select one)			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
AIR CONDITIONING AND HEATER PARTS	NEW A/C COMP W/ CLUTCH & COIL TM31 W/ SERP BELT, 8 GR ≥ RED DOT 75R8682	REDDOT 75R8682Q	30%				X	8/2022	\$1606.11
	NEW A/C COMP W/ CLUTCH & COIL QP31 W/ V-BELTS, 2 GR ≥ RED DOT 75R8672	REDDOT 75R8672Q	30%				X	8/2022	\$2197.70
TRUCK AIR FILTERS	PIERCE ENFORCER AIR FILTER SPECS ≥ WIX 49092	WIX 49092		58%	X			8/2022	\$151.13
	DODGE 6.7 L AIR FILTER SPECS ≥ WIX 46930	WIX 46930		58%	X			8/2022	\$37.11
	CUMMINS IS9 AIR FILTER SPECS ≥ PARKER 400820020	RACOR 40082020		25%		X		8/2022	\$196.23
	FORD 6.0L AIR FILTER SPECS ≥ WIX 42731	WIX 42731		58%	X			8/2022	\$82.29
	PIERCE IMPEL AIR FILTER SPECS ≥ WIX WA10116	WIX WA10116		58%	X			8/2022	\$225.05
	CATERPILLAR LT SPEC ≥ WIX 46744	WIX 46744		58%	X			8/2022	\$58.04
	INTERNATIONAL 8712-8719 SPEC ≥ WIX 46870	WIX 46870		58%	X			8/2022	\$82.03
	PIERCE SABER SPEC ≥ WIX 46748	WIX 46748		58%	X			8/2022	\$175.64
AUTOMOTIVE BEARINGS AND SEALS	TIMKEN BEARING IDLER PULLEY SPEC ≥ 203FF	BCA 203FF		60%		X		8/2022	\$8.26
	STEMCO HUB WINDOW SEAL SPEC ≥ 359-5912	STEMCO 359-5912		30%		X		8/2022	\$20.74
	STEMCO SEAL INTERNATIONAL REAR AXLE SPEC ≥ 393-0112	BCA 380023A		60%		X		8/2022	\$53.45
BRAKE SYSTEMS	PIERCE TAK-4 BRAKE PADS SPECS ≥ BENDIX K109249	BENDIX K109249	30%				X	8/2022	\$198.96
	PIERCE FRONT PADS SPECS ≥ MERITOR KIT225201	MERITOR KIT225201	30%				X	8/2022	\$246.39
	DODGE BRAKE PADS SPECS ≥ 68634093-AD	DODGE 68634093AD	30%				X	8/2022	\$96.76
	PIERCE BRAKE DRUM SPECS ≥ WEBB 66864B ONLY	WEBB 66864B	30%				X	8/2022	\$328.39
	BRAKE CHAMBER SPEC ≥ OTR3030SB	OTR3030SB	30%				X	8/2022	\$36.45
CHASSIS PARTS	PIERCE SABER TIE ROD END ≥ OTR26281	OTR26281	30%				X	8/2022	\$98.79
	99-07 F-350 BALL JOINT ≥ MOOG K20028	MOOG K80028		67%		X		8/2022	\$30.38
	STEERING STABILIZER FORD MEDIC ≥ MONROE SC2955	MONROE SC2955		62%		X		8/2022	\$30.85
	99-07 FORD F350 FRT SHOCK ≥ MONROE 911173	MONROE 911173		62%		X		8/2022	\$50.64
CHEMICALS	CITROL CITRUS DEGREASER CASE PRICING PART 266 ONLY	BUYOUT PRICE ²⁶⁶	30%				X	8/2022	\$307.32
	SUPER LUBE SYN GREASE CASE PRICING PART 41150 ONLY	BUYOUT PRICE 41150	30%				X	8/2022	\$249.12
	ELECTRO CONTACT CLEANER PART 03116 CASE PRICING	PERMATAX 82588		52%		X		8/2022	\$216.84

PRICE PAGE - TUCSON, FIRE (continued)

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COOLING SYSTEM BELTS / COOLANT / PUMPS	SERP BELT 10 RIB GREEN SPEC ≥ 5100540HD NAPA	CONTINENTAL 4100540		60%		X		8/2022	\$44.50
	SERP BELT FOR CUMMINS GREEN SPEC ≥ 25080859HD NAPA	CONTINENTAL 4080860		60%		X		8/2022	\$40.43
	SERP DRIVE BELT GREEN SPEC ≥ K080860HD GATES	CONTINENTAL 4080860		60%		X		8/2022	\$40.43
	PIERCE AC BELTS SPEC ≥ 17570 DAYCO HD V-BELT REQUIRES EXACT LENGTH PAIRS	CONTINENTAL 17570		60%		X		8/2022	\$21.70
	DODGE 5500 AUX A/C BELT SPEC ≥ E040357 DAYCO STRETCH FIT	CONTINENTAL 4040357S		60%		X		8/2022	\$15.82
	RED PREMIX COOLANT ELC NF SHELL ROTELLA 550041810	FVP HDRED50/50GAL		60%		X		8/2022	\$9.00
	MOPAR COOLANT OAT 10YR 150K SPEC ≥ 68163848-AB, CASE PRICE	BUYOUT PRICE 68163848AB	30%				X	8/2022	\$136.89
DRIVETRAIN COMPONENTS	8" U-JOINT, 4 PLATE SEVERE DUTY ≥ NEAPCO 6-0281	FVP 230-0281		68%		X		8/2022	\$83.51
	6.5" U-JOINTS SEVERE DUTY ≥ NEAPCO 6-0675	FVP 230-0675		68%		X		8/2022	\$94.89
	6.5" U-JOINTS SEVERE DUTY ≥ NEAPCO 5-0280	FVP 230-0280		68%		X		8/2022	\$46.86
ENGINE REPAIR PARTS	FAN CLUTCH ASSY ≥ KIT MASTER 8001X	BUYOUT PRICING 8001X	30%				X	8/2022	\$133.04
	FORD WATER PUMP 6.0L ≥ FORD 4C3Z-8501-AC	MOTORCRAFT PW662		40%		X		8/2022	\$169.10
	PIERCE A/C BELT TENSIONER ≥ GATES 38630	CONTINENTAL 49589		60%		X		8/2022	\$99.52
TRUCK OIL FILTERS	CUMMINS ISL OIL FILTER SPECS ≥ WIX 51748XD	WIX 51748XD		58%	X			8/2022	\$30.38
	FORD 6.0L AND 6.4L OIL SPECS ≥ FORD FL-2016	MOTORCRAFT FL2016		40%		X		8/2022	\$19.27
	DETROIT DIESEL OIL SPECS ≥ WIX 51971	WIX 51971		58%	X			8/2022	\$12.50
	DETROIT SERIES 40 OIL SPECS ≥ WIX 51799	WIX 51799		58%	X			8/2022	\$19.19
	FORD 7.3L OIL FILTER SPECS ≥ FORD FL-1995	MOTORCRAFT FL1995		40%		X		8/2022	\$9.86
	INTERNATIONAL MAXFORCE OIL SPEC ≥ WIX 57744XD	WIX 57744XD		58%	X			8/2022	\$31.66
	CATERPILLAR OIL FILTER SPEC ≥ WIX 51791XE	WIX 51791XE		58%	X			8/2022	\$19.34
	CUMMINS X-12, X-15 OIL SPEC ≥ WIX WL10107	WIX WL10107		58%	X			8/2022	\$31.52
	DODGE RAM 6.7L OIL SPEC ≥ MOPAR 05083285-AA	WIX 57620		58%	X			8/2022	\$5.66
	DETROIT DIESEL OIL SPEC ≥ WIX 51970	WIX 51970		58%	X			8/2022	\$13.81

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PRICE PAGE - TUCSON, FIRE (continued)

PRODUCT CATAGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED (Select and State the Discount Percentage)		PRICING MATRIX (Select one)			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
TRUCK FUEL FILTERS	CUMMINS ISL FUEL FILTER SPECS ≥ FLEETGUARD FF5488	WIX 33967		58%	X			8/2022	\$9.53
	CUMMINS FUEL SECONDARY SPECS ≥ FLEETGUARD FF5636	WIX 33936		58%	X			8/2022	\$14.05
	FORD 6.0 FUEL SPECS ≥ FORD FD-4616	MOTORCRAFT FD4616		40%		X		8/2022	\$50.17
	CUMMINS ISL9 FUEL FILTER SPECS ≥ FLEETGUARD FS1098	FLEETGUARD FS1098		50%		X		8/2022	\$77.37
	CUMMINS ISL9 FUEL FILTER SPEC ≥ FLEETGUARD FF63054NN	WIX WF10564		58%	X			8/2022	\$25.98
	CATERPILLAR FUEL FILTER 8710 SPEC ≥ CAT 1R-0751	WIX 33626		58%	X			8/2022	\$9.62
	DETROIT DIESEL FUEL FILTER SPEC ≥ WIX 33403	WIX 33403		58%	X			8/2022	\$8.00
TRUCK MISC FILTERS	CUMMINS ISL COOLANT SPECS ≥ FLEETGUARD WF2071	WIX 24071		58%	X			8/2022	\$8.06
	DETROIT COOLANT SPECS ≥ PENRAY NF2088SM	PENRAY NF2088SM		50%		X		8/2022	\$76.69
	DODGE WATER SEPERATOR CUMMINS 6.7 L SPECS ≥ DODGE 68197867	BUYOUT PRICING	30%				X	8/2022	70.29
	ALLISON TRANSMISSION SPECS ≥ ALLISON 29558329	WIX 57740XE		58%	X			8/2022	\$55.89
	8711 CUMMINS COOLANT SPEC ≥ FLEETGUARD WF 2077	WIX 24070		58%	X			8/2022	\$6.59
	CUMMINS ISL COOLANT SPEC ≥ FLEETGUARD WF 2071	WIX 24071		58%	X			8/2022	\$8.06
	CUMMINS WATER SEPARATOR SPEC ≥ FLEETGUARD FS 1065	WIX 33965		58%	X			8/2022	\$26.13
SMALL EQUIPMENT SPARK PLUGS	≥ AUTOLITE COPPER 63, 3924, 2974	CHAMPION 63		45%		X		8/2022	\$2.16
	≥ NGK CMR6H 3365	NGK 3365		60%		X		8/2022	\$3.69
	≥ CHAMPION 327 RL87YC	CHAMPION 327		45%		X		8/2022	\$2.25
VEHICLE WIPER BLADES	ANCO 31-22	ANCO 31-22		71%		X		8/2022	\$3.49
	TRICO 63-201-20"	TRICO 63-201		71%		X		8/2022	\$7.59
	ANCO 31-20	ANCO 31-20		71%		X		8/2022	\$3.49
LAMPS AND BULBS	SYLVANIA SILVERSTAR SPEC ≥ H4656ST PREFERRED	WAGNER H4656		70%		X		8/2022	\$10.80
	AMBER 2 DIODE LED TRUCKLITE 35200Y	TRUCKLITE 35200Y		50%		X		8/2022	\$9.26
	PERIMETER STEP LAMP TRUCKLITE 40203	TRUCKLITE 40203		50%		X		8/2022	\$12.38
	STEP WELL LAMP GROTE 60351	GROTE 60351		50%		X		8/2022	\$31.45
	PATIENT COMPARTMENT BULB 15W G.E. 56GJ81	BUYOUT PRICE ^{56GJ81}	30%				X	8/2022	\$4.29
RADIATOR CAPS	MOTORAD SPEC ≥ T13 10229	MOTORCRAFT T13		68%		X		8/2022	\$3.47
	MOTORAD SPEC ≥ T20-10235	MOTORAD T20		68%		X		8/2022	\$3.58
	MOPAR OEM 21 PSI 68442532-AA	MOTORAD T73		68%		X		8/2022	\$19.08
	INTERNATIONAL OEM 15PSI SPEC ≥ 3578833C3	MOTORAD T39		68%		X		8/2022	\$4.73
SUB TOTAL - FIRE	\$8717.67								

NOTE: (Use Additional Pages as Necessary)


**2. Elliot Auto Supply Co Inc dba
Factory Motor Parts response to RFP
#226051**



Aftermarket Automotive and Heavy-Duty Vehicle Parts (AXIA)

 Request for Proposal

 EGSD


 05500, 05502, 05578, 05583, 05595... show all

Project ID: 226051

Release Date: Wednesday, July 27, 2022

Due Date: Wednesday, September 14, 2022 2:00pm

 Posted  Wednesday, July 27, 2022 10:00am

 Bid Unsealed Wednesday, September 21, 2022 4:08pm

 Pricing Unsealed Wednesday, September 21, 2022 4:08pm

All dates & times in Mountain Time - Arizona

[< Back to Proposals](#)

Elliott Auto Supply Co Inc dba Factory Motor Parts Proposal

Pricing unsealed at Sep 21, 2022 4:08 PM

CONTACT INFORMATION

Company

Elliott Auto Supply Co Inc dba Factory Motor Parts

Email

d.carney@fmpco.com

Contact

Dana Carney

Address

2155 E Valencia Road
Tucson, AZ 85705

Phone

(720) 251-1776

Website

N/A

Submission Date

Sep 1, 2022 10:44 AM

ADDENDA CONFIRMATION

Addendum #1

Confirmed Aug 29, 2022 11:22 AM by dana carney

Addendum #2

Confirmed Sep 1, 2022 8:07 AM by dana carney

Addendum #3

Confirmed Sep 6, 2022 2:54 PM by dana carney

QUESTIONNAIRE

1. Discounts

Pass Fail

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

Net 30

2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

2.1. City of Tucson Business License

Pass Fail

If yes on the above question please upload your business license.

 [Tucson_Business_License.pdf](#)

3. Credit Card Payment

3.1. Will payment be accepted via commercial credit card?

Pass Fail

Yes

3.2. If yes, can commercial payment(s) be made online? Pass Fail

Yes

3.3. Will a third party be processing the commercial credit card payment(s)? Pass Fail

Yes

3.4. If yes, indicate the percentage per transaction _____ (as allowable, per Section 5.12.2 of the MasterCard Transaction Processing Rules).

0.25 Pass Fail

3.5. If “no” to above, will consideration be given to accept the card? Pass Fail

N/A

4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

4.1. Technical Proposal Pass Fail

Please upload your Vendor Response to Evaluation Criteria.

 [PROPOSAL_8-29.pdf](#)

 [axia_proposal.docx](#)

4.2. Pricing Proposal Pass Fail

Please upload your Pricing Proposal (if applicable).

 [226051 - Price Page 2.pdf](#)

4.3. Offer and Acceptance Form* Pass Fail

Please upload the signed Offer and Acceptance Form.

 [OFFER_AND_ACCEPTANCE.pdf](#)

PRICE PAGE - TUCSON, FLEET

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	FRONT WHEEL GREASE SEAL '03-'09 RANGER	NATIONAL 9150S		60%		X		8/2022	\$8.66
BRAKE SYSTEMS	FRT BRK PADS '17 F150	CENTRIC 106-14140		66%		X		8/2022	\$79.02
	FRT BRK PADS '16 F250/350	CENTRIC 106-16800		66%		X		8/2022	\$77.55
	FRT BRK ROTOR '17 F150	FVP 121-65119		66%		X		8/2022	\$79.11
CHASSIS PARTS	FRONT SHOCK '11 PETERBILT 320	KYB 341613		67%		X		8/2022	\$64.89
	FRONT UPPER CONTROL ARM '06 F150	MOOG CK80306		67%		X		8/2022	\$105.08
	STEERING DRAGLINK '15 FORD F450	MOTORCRAFT MEF355		40%		X		8/2022	\$52.69
CHEMICALS	BLACK RTV	PERMATEX 82180		40%		X		8/2022	\$7.40
	75W-140 FULL SYNTHETIC GEARLUBE	FVP 75W140-5GL		60%		X		8/2022	\$193.27
	CARB CLEAN - NON CHLORINATED	FVP CC50ST11		60%		X		8/2022	\$2.85
COOLING SYSTEM COMPONENTS	BELT FAN/ALT '03-'14 PETERBILT	CONTINENTAL 4120910X		60%		X		8/2022	\$83.83
	RADIATOR 5.4L '07 F150	FVP RAD2818		60%		X		8/2022	\$148.78
	RADIATOR CAP 13 LB W/LEVER	MOTORAD ST13		68%		X		8/2022	\$5.38
DRIVETRAIN COMPONENTS	REAR AXLE 31 SPLINE '05 CROWN VICTORIA	DORMAN 630-413		57%		X		8/2022	\$159.92
	U-JOINT STRAP KIT NEAPCO 1-0046 OR EQUIVALENT	FVP 260-0280		60%		X		8/2022	\$16.98
	CARRIER BEARING '03 CHEVY 2500 P/U	ACDELCO 382A		40%		X		8/2022	\$11.76
ELECTRICAL COMPONENTS	POWER WINDOW MOTOR '07 CROWN VICTORIA	MOTORCRAFT WLM149		40%		X		8/2022	\$62.07
	TURN SIGNAL FLASHER '05 F150	MOTORCRAFT SF632		40%		X		8/2022	\$36.65
	FUEL PUMP/STARTER/MULTI USE RELAY '95-'04 FORD PROD.	STANDARD RY116T		62%		X		8/2022	\$6.43
ENGINE GASKETS & REPAIR PARTS	INTAKE GASKET SET 5.4L '06 E350	FELPRO MS96281		64%		X		8/2022	\$41.90
	WATER PUMP '11 CROWN VICTORIA	FELPRO 35478		64%		X		8/2022	\$4.04
	WATER PUMP/TIMING BELT KIT 3.5L '02-'03 DODGE INTREPID	CONTINENTAL PP295LK2		60%		X		8/2022	\$344.14
AUTOMOTIVE FILTERS	AIR FILTER 6.8L '11 F550	FVP P9883		71%		X		8/2022	\$10.99
	ENGINE OIL FILTER FORD CROWN VICTORIA 4.6L	FVP R1372		71%		X		8/2022	\$2.30
	AIR FILTER OUTER '11 PETERBILT 320	WIX 42226		58%	X			8/2022	\$24.70

PRICE PAGE - TUCSON, FLEET (continued)

PRODUCT CATEGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED <i>(Select and State the Discount Percentage)</i>		PRICING MATRIX <i>(Select one)</i>			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
IGNITION SYSTEM PARTS	IGNITION COIL 5.4L '06 F350	STANDARD SPP39E		62%		X		8/2022	\$4.83
	COIL PACK 3.0L '05 RANGER	FVP FD498F		68%		X		8/2022	\$39.68
	IGNITION COIL 4.6L '07 CROWN VICTORIA	FVP FD503F		68%		X		8/2022	\$14.25
LIGHT & HEAVY DUTY AUTOMOTIVE LIGHTING PARTS	LAMP TYPE 9006	WAGNER 9006		70%		X		8/2022	\$3.90
	LAMP TYPE H6054	WAGNER H6054		70%		X		8/2022	\$11.57
	LAMP TYPE H4656	WAGNER H4656		70%		X		8/2022	\$10.80
AUTOMOTIVE SPARK PLUGS	'07 CROWN VICTORIA 4.6L	MOTORCRAFT SP405		40%		X		8/2022	\$3.50
	'06 F150 4.2L	NGK 2683		60%		X		8/2022	\$2.43
	'04 CHEVY 4500 6.0L	ACDELCO R44LTSM		40%		X		8/2022	\$2.27
TIRE & WHEEL MAINTENANCE COMPONENTS	VALVE STEM MILTON 413 OR EQUIVALENT	MILTON 413		60%		X		8/2022	\$0.64
	TRUCK VALVE STEM MILTON 486 OR EQUIVALENT	MILTON 486		60%		X		8/2022	\$6.96
	TIRE LUBRICANT MYERS 46653 OR EQUIVALENT	PERMATEx 80078		52%		X		8/2022	\$ 8.01
VEHICLE WIPER BLADES	22" J-HOOK	SPLASH		77%		X		8/2022	\$3.60
	19" J-HOOK	SPLASH		77%		X		8/2022	\$3.31
	18" J-HOOK	SPLASH		77%		X		8/2022	\$3.31
SERVICE LINE TYPE PRODUCTS	HI-TEMP GREASE #2 RED LITHIUM	FVP HTRG14		68%		X		8/2022	\$3.70
	MULTI-PURPOSE LUBRICANT CRC POWER LUBE OR EQUIVALENT	FVP MPG14		68%		X		8/2022	\$3.47
	SILICONE SPRAY	FVP WLGST3		68%		X		8/2022	\$3.25
SUB TOTAL - FLEET	\$3867.63								

NOTE: (Use Additional Pages as Necessary)

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PRICE PAGE - TUCSON, FIRE

PRODUCT CATAGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED (Select and State the Discount Percentage)		PRICING MATRIX (Select one)			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
AIR CONDITIONING AND HEATER PARTS	NEW A/C COMP W/ CLUTCH & COIL TM31 W/ SERP BELT, 8 GR ≥ RED DOT 75R8682	REDDOT 75R8682Q	30%				X	8/2022	\$1606.11
	NEW A/C COMP W/ CLUTCH & COIL QP31 W/ V-BELTS, 2 GR ≥ RED DOT 75R8672	REDDOT 75R8672Q	30%				X	8/2022	\$2197.70
TRUCK AIR FILTERS	PIERCE ENFORCER AIR FILTER SPECS ≥ WIX 49092	WIX 49092		58%	X			8/2022	\$151.13
	DODGE 6.7 L AIR FILTER SPECS ≥ WIX 46930	WIX 46930		58%	X			8/2022	\$37.11
	CUMMINS IS9 AIR FILTER SPECS ≥ PARKER 400820020	RACOR 40082020		25%		X		8/2022	\$196.23
	FORD 6.0L AIR FILTER SPECS ≥ WIX 42731	WIX 42731		58%	X			8/2022	\$82.29
	PIERCE IMPEL AIR FILTER SPECS ≥ WIX WA10116	WIX WA10116		58%	X			8/2022	\$225.05
	CATERPILLAR LT SPEC ≥ WIX 46744	WIX 46744		58%	X			8/2022	\$58.04
	INTERNATIONAL 8712-8719 SPEC ≥ WIX 46870	WIX 46870		58%	X			8/2022	\$82.03
	PIERCE SABER SPEC ≥ WIX 46748	WIX 46748		58%	X			8/2022	\$175.64
AUTOMOTIVE BEARINGS AND SEALS	TIMKEN BEARING IDLER PULLEY SPEC ≥ 203FF	BCA 203FF		60%		X		8/2022	\$8.26
	STEMCO HUB WINDOW SEAL SPEC ≥ 359-5912	STEMCO 359-5912		30%		X		8/2022	\$20.74
	STEMCO SEAL INTERNATIONAL REAR AXLE SPEC ≥ 393-0112	BCA 380023A		60%		X		8/2022	\$53.45
BRAKE SYSTEMS	PIERCE TAK-4 BRAKE PADS SPECS ≥ BENDIX K109249	BENDIX K109249	30%				X	8/2022	\$198.96
	PIERCE FRONT PADS SPECS ≥ MERITOR KIT225201	MERITOR KIT225201	30%				X	8/2022	\$246.39
	DODGE BRAKE PADS SPECS ≥ 68634093-AD	DODGE 68634093AD	30%				X	8/2022	\$96.76
	PIERCE BRAKE DRUM SPECS ≥ WEBB 66864B ONLY	WEBB 66864B	30%				X	8/2022	\$328.39
	BRAKE CHAMBER SPEC ≥ OTR3030SB	OTR3030SB	30%				X	8/2022	\$36.45
CHASSIS PARTS	PIERCE SABER TIE ROD END ≥ OTR26281	OTR26281	30%				X	8/2022	\$98.79
	99-07 F-350 BALL JOINT ≥ MOOG K20028	MOOG K80028		67%		X		8/2022	\$30.38
	STEERING STABILIZER FORD MEDIC ≥ MONROE SC2955	MONROE SC2955		62%		X		8/2022	\$30.85
	99-07 FORD F350 FRT SHOCK ≥ MONROE 911173	MONROE 911173		62%		X		8/2022	\$50.64
CHEMICALS	CITROL CITRUS DEGREASER CASE PRICING PART 266 ONLY	BUYOUT PRICE ²⁶⁶	30%				X	8/2022	\$307.32
	SUPER LUBE SYN GREASE CASE PRICING PART 41150 ONLY	BUYOUT PRICE 41150	30%				X	8/2022	\$249.12
	ELECTRO CONTACT CLEANER PART 03116 CASE PRICING	PERMATAX 82588		52%		X		8/2022	\$216.84

PRICE PAGE - TUCSON, FIRE (continued)

PRODUCT CATEGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED <i>(Select and State the Discount Percentage)</i>		PRICING MATRIX <i>(Select one)</i>			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
COOLING SYSTEM BELTS / COOLANT / PUMPS	SERP BELT 10 RIB GREEN SPEC ≥ 5100540HD NAPA	CONTINENTAL 4100540		60%		X		8/2022	\$44.50
	SERP BELT FOR CUMMINS GREEN SPEC ≥ 25080859HD NAPA	CONTINENTAL 4080860		60%		X		8/2022	\$40.43
	SERP DRIVE BELT GREEN SPEC ≥ K080860HD GATES	CONTINENTAL 4080860		60%		X		8/2022	\$40.43
	PIERCE AC BELTS SPEC ≥ 17570 DAYCO HD V-BELT REQUIRES EXACT LENGTH PAIRS	CONTINENTAL 17570		60%		X		8/2022	\$21.70
	DODGE 5500 AUX A/C BELT SPEC ≥ E040357 DAYCO STRETCH FIT	CONTINENTAL 4040357S		60%		X		8/2022	\$15.82
	RED PREMIX COOLANT ELC NF SHELL ROTELLA 550041810	FVP HDRED50/50GAL		60%		X		8/2022	\$9.00
	MOPAR COOLANT OAT 10YR 150K SPEC ≥ 68163848-AB, CASE PRICE	BUYOUT PRICE 68163848AB	30%				X	8/2022	\$136.89
DRIVETRAIN COMPONENTS	8" U-JOINT, 4 PLATE SEVERE DUTY ≥ NEAPCO 6-0281	FVP 230-0281		68%		X		8/2022	\$83.51
	6.5" U-JOINTS SEVERE DUTY ≥ NEAPCO 6-0675	FVP 230-0675		68%		X		8/2022	\$94.89
	6.5" U-JOINTS SEVERE DUTY ≥ NEAPCO 5-0280	FVP 230-0280		68%		X		8/2022	\$46.86
ENGINE REPAIR PARTS	FAN CLUTCH ASSY ≥ KIT MASTER 8001X	BUYOUT PRICING 8001X	30%				X	8/2022	\$133.04
	FORD WATER PUMP 6.0L ≥ FORD 4C3Z-8501-AC	MOTORCRAFT PW662		40%		X		8/2022	\$169.10
	PIERCE A/C BELT TENSIONER ≥ GATES 38630	CONTINENTAL 49589		60%		X		8/2022	\$99.52
TRUCK OIL FILTERS	CUMMINS ISL OIL FILTER SPECS ≥ WIX 51748XD	WIX 51748XD		58%	X			8/2022	\$30.38
	FORD 6.0L AND 6.4L OIL SPECS ≥ FORD FL-2016	MOTORCRAFT FL2016		40%		X		8/2022	\$19.27
	DETROIT DIESEL OIL SPECS ≥ WIX 51971	WIX 51971		58%	X			8/2022	\$12.50
	DETROIT SERIES 40 OIL SPECS ≥ WIX 51799	WIX 51799		58%	X			8/2022	\$19.19
	FORD 7.3L OIL FILTER SPECS ≥ FORD FL-1995	MOTORCRAFT FL1995		40%		X		8/2022	\$9.86
	INTERNATIONAL MAXFORCE OIL SPEC ≥ WIX 57744XD	WIX 57744XD		58%	X			8/2022	\$31.66
	CATERPILLAR OIL FILTER SPEC ≥ WIX 51791XE	WIX 51791XE		58%	X			8/2022	\$19.34
	CUMMINS X-12, X-15 OIL SPEC ≥ WIX WL10107	WIX WL10107		58%	X			8/2022	\$31.52
	DODGE RAM 6.7L OIL SPEC ≥ MOPAR 05083285-AA	WIX 57620		58%	X			8/2022	\$5.66
	DETROIT DIESEL OIL SPEC ≥ WIX 51970	WIX 51970		58%	X			8/2022	\$13.81

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PRICE PAGE - TUCSON, FIRE (continued)

PRODUCT CATAGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED <i>(Select and State the Discount Percentage)</i>		PRICING MATRIX <i>(Select one)</i>			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
TRUCK FUEL FILTERS	CUMMINS ISL FUEL FILTER SPECS ≥ FLEETGUARD FF5488	WIX 33967		58%	X			8/2022	\$9.53
	CUMMINS FUEL SECONDARY SPECS ≥ FLEETGUARD FF5636	WIX 33936		58%	X			8/2022	\$14.05
	FORD 6.0 FUEL SPECS ≥ FORD FD-4616	MOTORCRAFT FD4616		40%		X		8/2022	\$50.17
	CUMMINS ISL9 FUEL FILTER SPECS ≥ FLEETGUARD FS1098	FLEETGUARD FS1098		50%		X		8/2022	\$77.37
	CUMMINS ISL9 FUEL FILTER SPEC ≥ FLEETGUARD FF63054NN	WIX WF10564		58%	X			8/2022	\$25.98
	CATERPILLAR FUEL FILTER 8710 SPEC ≥ CAT 1R-0751	WIX 33626		58%	X			8/2022	\$9.62
	DETROIT DIESEL FUEL FILTER SPEC ≥ WIX 33403	WIX 33403		58%	X			8/2022	\$8.00
TRUCK MISC FILTERS	CUMMINS ISL COOLANT SPECS ≥ FLEETGUARD WF2071	WIX 24071		58%	X			8/2022	\$8.06
	DETROIT COOLANT SPECS ≥ PENRAY NF2088SM	PENRAY NF2088SM		50%		X		8/2022	\$76.69
	DODGE WATER SEPERATOR CUMMINS 6.7 L SPECS ≥ DODGE 68197867	BUYOUT PRICING	30%				X	8/2022	70.29
	ALLISON TRANSMISSION SPECS ≥ ALLISON 29558329	WIX 57740XE		58%	X			8/2022	\$55.89
	8711 CUMMINS COOLANT SPEC ≥ FLEETGUARD WF 2077	WIX 24070		58%	X			8/2022	\$6.59
	CUMMINS ISL COOLANT SPEC ≥ FLEETGUARD WF 2071	WIX 24071		58%	X			8/2022	\$8.06
	CUMMINS WATER SEPARATOR SPEC ≥ FLEETGUARD FS 1065	WIX 33965		58%	X			8/2022	\$26.13
SMALL EQUIPMENT SPARK PLUGS	≥ AUTOLITE COPPER 63, 3924, 2974	CHAMPION 63		45%		X		8/2022	\$2.16
	≥ NGK CMR6H 3365	NGK 3365		60%		X		8/2022	\$3.69
	≥ CHAMPION 327 RL87YC	CHAMPION 327		45%		X		8/2022	\$2.25
VEHICLE WIPER BLADES	ANCO 31-22	ANCO 31-22		71%		X		8/2022	\$3.49
	TRICO 63-201-20"	TRICO 63-201		71%		X		8/2022	\$7.59
	ANCO 31-20	ANCO 31-20		71%		X		8/2022	\$3.49
LAMPS AND BULBS	SYLVANIA SILVERSTAR SPEC ≥ H4656ST PREFERRED	WAGNER H4656		70%		X		8/2022	\$10.80
	AMBER 2 DIODE LED TRUCKLITE 35200Y	TRUCKLITE 35200Y		50%		X		8/2022	\$9.26
	PERIMETER STEP LAMP TRUCKLITE 40203	TRUCKLITE 40203		50%		X		8/2022	\$12.38
	STEP WELL LAMP GROTE 60351	GROTE 60351		50%		X		8/2022	\$31.45
	PATIENT COMPARTMENT BULB 15W G.E. 56GJ81	BUYOUT PRICE ^{56GJ81}	30%				X	8/2022	\$4.29
RADIATOR CAPS	MOTORAD SPEC ≥ T13 10229	MOTORCRAFT T13		68%		X		8/2022	\$3.47
	MOTORAD SPEC ≥ T20-10235	MOTORAD T20		68%		X		8/2022	\$3.58
	MOPAR OEM 21 PSI 68442532-AA	MOTORAD T73		68%		X		8/2022	\$19.08
	INTERNATIONAL OEM 15PSI SPEC ≥ 3578833C3	MOTORAD T39		68%		X		8/2022	\$4.73
SUB TOTAL - FIRE	\$8717.67								

NOTE: (Use Additional Pages as Necessary)



FACTORYMOTORPARTS™
WE SUPPLY YOUR SUCCESS.



Elliott Auto Supply Co Inc dba Factory Motor Parts

Request for Proposal #226051

Axia

Aftermarket Automotive and Heavy-Duty Vehicle Parts

Due: August 26, 2022



3.1 Company

Factory Motor Parts is widely recognized as a leader in the automotive industry of providing the original equipment (OEM) brand name parts established by General Motors and Ford to a vast array of channel partner customers throughout The United States. Beginning in 1945, Factory Motor Parts was established with the sole vision of fulfilling our customers' needs with superior quality products when needed, outstanding customer service and support as well as continuous training for both customers and our employees so that they may consistently exceed customer expectations. All 1,800 members of the Factory Motor Parts team are driven to fulfill these commitments to our customers every day and we look forward to servicing our customers' needs as their supply chain partner long into the future.

A company with the size and scope of Factory Motor Parts, with over 160 distribution and customer service center locations nationwide, is not often a privately held corporation. But due to the nature of our business being so focused on meeting the unique needs of various customers within a number of channels, our ownership and management structure allows us the agility and speed to respond to customer needs and requests quickly and allows us to be nimble enough to address changes in those needs over time. Additionally, through examining how our customers buy, comparison to other customers and industry trends, we are often first to provide best practice concepts and continuous improvement processes that contribute to long term fleet maintenance savings.



Due to Elliott auto supply Co Inc, dba Factory Motor Parts, being a family-owned privately held corporation, please contact CEO Rick Lonson (r.lonson@fmpco.com) for sales, financial, FEIN, and Dunn Bradstreet Reports.



Our company name, Factory Motor Parts, originates from our participation in the former Chrysler OEM distribution network of the 1960's and symbolizes our valuable relationships with Ford, General Motor and numerous other nationally recognized top-tier suppliers the automotive industry. Today, as Ford and General Motors largest aftermarket distribution partner we are able to service various channel customers throughout The United States, including Alaska, from a Factory Motor Parts distribution center. From underhood to undercar, domestic or import, light, medium and heavy duty, our commitment to unmatched inventory availability and customer service, our team of parts professionals have combined with our customers to form the foundation for our continued growth and expansion in the automotive parts aftermarket industry.

Factory Motor Parts has been awarded several Cooperative Contracts as a superior supplier. National Cooperative contracts awarded include: NASPO, hosted by the State of California; Sourcewell, and just awarded; the Equalis contract.

Inventories within Factory Motor Parts 3.0 Million square feet of distribution center space are in excess of \$300 Million with over 330,000 product part numbers. In large part, Factory Motor Parts inventories consist of the Original Equipment brands originally established by Ford and General Motors of Motorcraft and AC Delco. The availability and use of these OEM brands, provides our government fleet customers with the assurance that the part being replaced on the police car, ambulance, fire truck or other type of vehicle meets or exceeds the specifications and criteria established by the vehicle manufacturer. Access to these products from Factory Motor Parts provides for significant cost savings as compared to procuring these items from a new car dealer.

Additional products provided by Factory Motor Parts are of the most respected and widely known name brand manufacturers in the industry including Centric, Anco, Moog, Standard, FVP and Wix among many others. We have remained a name brand provider as we wish to ensure our customers that not only Factory Motors Parts, but also our recognizable manufacturer partners, stand behind every product we sell in terms of quality, reliability, and consistency with original equipment specifications and effectiveness.

Factory Motor Parts can service and supply the needed repair parts for all states excluding Hawaii within a 2-3 day time frame, with many of the entities being serviced, on demand/local same day delivery. Factory Motor Parts will ship packages UPS ground.



3.3 Marketing and Sales

In an event of award, the field work will begin. Factory Motor Parts understands that an award opens the doors for our field representatives to make calls on entities, listen to their needs, and create solutions.

As a successful vendor, Factory Motor Parts will market the contract with the following plan...

- Executive Leadership Training of the Contract and Policies
- Sales Account Manager & Customer Service Manager Training of the Contract and Policies, Factory Motor Parts invites Axia Management to attend and assist in the training program
- Contract information to be added as a banner in our online catalog and ordering system
- Contract information will be added onto our fleet specialized flyers-see attached
- Emails will be sent to State buyers with the contract information and follow up meetings
- Axia will be advertised at all Local, Regional, and National Expositions

Factory Motor Parts has been awarded several Cooperative Contracts as a superior supplier. National Cooperative contracts awarded include: NASPO, hosted by the State of California; Sourcewell, and just awarded; the Equalis contract. The Factory Motor Parts Sales Team is trained to present to all government entities the available cooperative contracts that Factory Motor Parts holds and allows the customer to choose the best cooperative contract to fulfill their needs.

The following Factory Motor Parts personnel will be responsible:

Marketing: Dave Schumacher, Director of Marketing, d.schumacher@fmpco.com
Sales, Financial Reporting, & Contracts: Dana Carney, Fleet Sales & Operations Manager d.carney@fmpco.com
Sales Support: Kyra Coughlin, Fleet Sales Administrator k.coughlin@fmpco.com

Factory Motor Parts is separated in Regions. Each region consists of a Senior Director, who is responsible for both Sales and Operations, Regional Sales Manager, and a dedicated sales and customer service support team.

- ✚ Western Region: Ron Turner (r.turner@fmpco.com)
- ✚ Southwest Region: Adam Faulkner (a.faulkner@fmpco.com)
- ✚ Northwest Region: Justin McIver (j.mciver@fmpco.com)
- ✚ Midwest Region: Joel Quetenschbach (Joel.q@fmpco.com)
- ✚ North Central: Tim Rogat (t.rogat@fmpco.com)
- ✚ Great Lakes Region: Kelley Manning (k.manning@fmpco.com)
- ✚ Northeast Region: Patrick Gough (p.gough@fmpco.com)
- ✚ Southeast Region: Ben Duke (b.duke@fmpco.com)



Factory Motor Parts will work with the Axia Cooperative Team to implement, grow, and service the national program with internal virtual meetings, conference calls, and invite the Axia Cooperative Team to customer meetings and Expo Events.



FACTORYMOTORPARTS™
WE SUPPLY YOUR SUCCESS.



Elliott Auto Supply Co Inc dba Factory Motor Parts

Request for Proposal #226051

City of Tucson (Axia)

Aftermarket Automotive and Heavy-Duty Vehicle Parts

Due: August 26, 2022



FACTORY MOTOR PARTS
WE SUPPLY YOUR SUCCESS.

City of Tucson (Axia)
Procurement Services

Dear Mr. Palacino,

Thank you for the opportunity to submit a proposal to retain our business partnership as an approved supplier of automotive and truck parts to the City of Tucson. Elliott Auto Supply Co., Inc. d/b/a: Factory Motor Parts is uniquely qualified to provide parts supply solutions to commercial and government fleets. We have an exceptional understanding of both the pressures and the objectives fleet managers and procurement professionals are faced with today and are pleased to present the City of Tucson and Axia with a program that meets the critically important criteria established by both important areas of responsibility.

We know of no other supplier with the commitment to servicing fleets or the capabilities matching those of our organization due to our service capabilities, stocking solutions, e-commerce competencies and long-standing relationships with original equipment parts suppliers.

On the subsequent pages, we have made every effort to construct our proposal in a clear and concise manner. If at any time, we may provide additional information or clarification to our proposal, please do not hesitate to contact me.

For any questions or comments please feel free to reach out to me, the principal contact for this proposal.

A handwritten signature in blue ink that reads "Dana Carney".

Dana Carney

Factory Motor Parts
Fleet Sales & Operations Manager
Email: d.carney@fmpco.com
Cell: 720-251-1776



Method of Approach I of II

Factory Motor Parts is widely recognized as a leader in the automotive industry of providing the original equipment (OEM) brand name parts established by General Motors and Ford to a vast array of channel partner customers throughout The United States. Beginning in 1945, Factory Motor Parts was established with the sole vision of fulfilling our customers' needs with superior quality products when needed, outstanding customer service and support as well as continuous training for both customers and our employees so that they may consistently exceed customer expectations. All 1,800 members of the Factory Motor Parts team are driven to fulfill these commitments to our customers every day and we look forward to servicing our customers' needs as their supply chain partner long into the future.

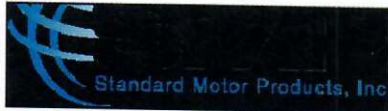
A company with the size and scope of Factory Motor Parts, with over 160 distribution and customer service center locations nationwide, is not often a privately held corporation. But due to the nature of our business being so focused on meeting the unique needs of various customers within a number of channels, our ownership and management structure allows us the agility and speed to respond to customer needs and requests quickly and allows us to be nimble enough to address changes in those needs over time. Additionally, through examining how our customers buy, comparison to other customers and industry trends, we are often first to provide best practice concepts and continuous improvement processes that contribute to long term fleet maintenance savings.



In addition to our relationships with General Motors and Ford, we employ a name brand product strategy to complement our offering including some of the most highly recognized brands in the industry today including Wagner, Moog, Wix, Centric, and many more. Factory Motor Parts team of purchasing agents constantly review additional products to be added to our inventory offering. Factory Motor Parts has been working with several quality manufacturers and has increased the valuable house brand of FVP in lines such as brakes, belts, chemicals, steering, suspension and much more. The added lines to our brand of FVP allows significant cost savings factors for our business partners. Information is provided.



Factory Motor Parts is a comprehensive parts supplier whether the need is for a light duty vehicle, emergency vehicles, heavy-duty vehicle or piece of equipment, our commitment to unmatched inventory availability and customer services, our customers and our team of personnel have formed the foundation of Factory Motor Parts.



In the unlikely event where a part is not stocked or inventoried by Factory Motor Parts, Factory Motor Parts has the ability to immediately inquire as to the availability of a part at the manufacturer, order and expedite items from the manufacturer suppliers. In some cases, there are additional costs charged by the manufacturers for special order parts including expedited freight charges. Factory Motor Parts will only special order parts from manufacturers where additional costs may be incurred upon approval from the City.

Factory Motor Parts has sourcing and reciprocity relationships with many other suppliers throughout the Tucson/Phoenix Metro Area as well as the Country allowing our professional counter staff access to other supplier's parts availability as well as sourcing relationships to outsource third party products. Factory Motor Parts has established current agreements with several local business partners to purchase items.



All manufacturers' products carried by Factory Motor Parts carry a standard warranty to be free of defects in materials or workmanship and as well guarantee accepted trade standards of quality, fitness for the intended uses and conformance to the promises or specifications. As well, all products shall be warranted from one year from the date that the product has been installed by the City on the intended vehicle or piece of equipment



as has been requested by the City. Many manufacturer products carry a longer warranty period or additional features including lifetime warranty and free replacement on certain products as well as roadside assistance in the event of a product failure and labor reimbursement. Factory Motor Parts will honor the battery requirements of the City of Tucson.

Factory Motor Parts understands that the City of Tucson is looking for a vendor to join their team. Being much more than a parts distribution center, Factory Motor Parts has a great deal of experience in working with fleets on similar initiatives. As a result, the City of Tucson can expect to derive sustainable operational savings when being a business partner with Factory Motor Parts in the areas outlined below.

- Factory Motor Parts national sourcing relationships with OEM and Quality Aftermarket Parts manufacturers.
- Quality house brand FVP product categories increasing
- Enhanced technician productivity due to enhanced inventory availability and readiness.
- Reductions in vehicle downtime through enhanced parts availability and inventory readiness.
- Factory Motor Parts Factory fleet customer best practice concepts and continuous improvement processes.

A, B, & D:

FMP Location #	Address	City, State, & Zip	Store Hours	# Delivery Vehicles	# Delivery Staff	# Customer Service Reps	# SKU'S	\$ Inventory Value	AVG Del Time in Minutes
86	566 East Germann Road	Gilbert, AZ 85297	730 to 530	10	10	Phoenix and Tucson Call Centers have a combined staff of 15 Professional Customer Service Representatives.	40000	\$ 1,400,000.00	40
10	520 N Bullard Ave	Goodyear, AZ 85338	730 to 530	6	6		24000	\$ 1,300,000.00	35
83	8830 S Hardy Drive	Tempe, AZ 85284	730 to 530	7	7		23000	\$ 1,100,000.00	37
84	6849 E Main Street	Mesa, AZ 85207	730 to 530	8	8		26000	\$ 1,500,000.00	32
90	2350 W Broadway Road	Mesa, AZ 85202	730 to 530	14	14		38000	\$ 2,700,000.00	39
87	7777 E Paradise Lane	Scottsdale, AZ 85260	730 to 530	8	8		24000	\$ 1,300,000.00	35
88	8957 W Windsor Dr	Peoria, AZ 85381	730 to 530	5	5		21000	\$ 1,100,000.00	37
85	4750 N 16th St	Phoenix, AZ 85016	730 to 530	5	5		22000	\$ 1,100,000.00	36
89	23610 N 20th Dr	Phoenix, AZ 85085	730 to 530	8	8		23000	\$ 1,200,000.00	27
92	319 N Lee Blvd	Prescott, AZ 86301	730 to 530	5	5		24000	\$ 1,300,000.00	36
7	5328 W Roosevelt St	Phoenix, AZ 85043	730 to 530	12	12		82000	\$ 24,000,000.00	40
131	1255 E Fry Blvd	Sierra Vista, AZ 85631	730 to 530	3	3		20000	\$ 1,000,000.00	20
91	13174 W Foxfire Dr	Surprise, AZ 85374	730 to 530	4	4		20000	\$ 1,000,000.00	37
16	6237 E 22nd Dr	Tucson, AZ 85711	730 to 530	9	9		29000	\$ 2,000,000.00	35
20	2851 N Flowing Wells	Tucson, AZ 85705	730 to 530	6	6		25000	\$ 1,500,000.00	29
31	2155 E Valencia Rd	Tucson, AZ 85706	730 to 530	5	5		24000	\$ 1,200,000.00	29

- C:** The average delivery time to the City of Tucson is 30-45 minutes for in-stock items.
1. Factory Motor Parts recognizes the need for delivery guidelines and the importance of on time consistent deliveries. The City of Tucson is located in our on-demand zone and all in stock deliveries will be received within 30-45 minutes of order.

2. The cut off time for same day delivery is 4:30 pm.

Factory Motor Parts provides an enhanced delivery tracking system. Elite Extra GPS Tracking System tracks all the orders until they arrive at the entity. The Elite Extra GPS tracking system allows Factory Motor Parts to monitor the status of all company delivery vehicles and deliveries at all times thereby providing us the flexibility to reroute deliveries and route stops on a delivery truck when necessary to ensure on time delivery. This resource as well allows us to track from time of order to time of customer receipt. Factory Motor Parts is one of very few organizations within the parts supply industry utilizing such advanced technology aimed at ensuring on time delivery and exceeding customer expectations. This screen shot shows an example of what our delivery dispatchers see so that on time orders are achieved.



The City of Tucson also has the advantage of tracking orders via FMP online ordering/catalog system

Method of Approach II of II

A&B:

FMP Location #	Address	City, State, & Zip	Store Hours	# Delivery Vehicles	# Delivery Staff	# Customer Service Reps	# SKU'S	\$ Inventory Value	AVG Del Time in Minutes
86	566 East Germann Road	Gilbert, AZ 85297	730 to 530	10	10		40000	\$ 1,400,000.00	40
10	520 N Bullard Ave	Goodyear, AZ 85338	730 to 530	6	6		24000	\$ 1,300,000.00	35
83	8830 S Hardy Drive	Tempe, AZ 85284	730 to 530	7	7		23000	\$ 1,100,000.00	37
84	6849 E Main Street	Mesa, AZ 85207	730 to 530	8	8		26000	\$ 1,500,000.00	32
90	2350 W Broadway Road	Mesa, AZ 85202	730 to 530	14	14		38000	\$ 2,700,000.00	39
87	7777 E Paradise Lane	Scottsdale, AZ 85260	730 to 530	8	8		24000	\$ 1,300,000.00	35
88	8957 W Windsor Dr	Peoria, AZ 85381	730 to 530	5	5		21000	\$ 1,100,000.00	37
85	4750 N 16th St	Phoenix, AZ 85016	730 to 530	5	5		22000	\$ 1,100,000.00	36
89	23610 N 20th Dr	Phoenix, AZ 85085	730 to 530	8	8		23000	\$ 1,200,000.00	27
92	319 N Lee Blvd	Prescott, AZ 86301	730 to 530	5	5		24000	\$ 1,300,000.00	36
7	5328 W Roosevelt St	Phoenix, AZ 85043	730 to 530	12	12		82000	\$ 24,000,000.00	40
131	1255 E Fry Blvd	Sierra Vista, AZ 85631	730 to 530	3	3	Phoenix and Tucson Call Centers have a combined staff of 15 Professional Customer Service Representatives.	20000	\$ 1,000,000.00	20
91	13174 W Foxfire Dr	Surprise, AZ 85374	730 to 530	4	4		20000	\$ 1,000,000.00	37
16	6237 E 22nd Dr	Tucson, AZ 85711	730 to 530	9	9		29000	\$ 2,000,000.00	35
20	2851 N Flowing Wells	Tucson, AZ 85705	730 to 530	6	6		25000	\$ 1,500,000.00	29
31	2155 E Valencia Rd	Tucson, AZ 85706	730 to 530	5	5		24000	\$ 1,200,000.00	29

C: Factory Motor Parts has dedicated fleet customer service personnel and managers. Both have a wealth of experience in the automotive and heavy-duty truck parts industry. Our customer service parts personnel are well versed in the industry each having years of experience. Many have specialties in different areas such as air brake or small and large equipment parts, all able to assist each other with resolutions to difficult customer problems. Dwight Burns, Fleet Account Manager, will be assigned to the City of Tucson. Dwight will be supported by Paulina Flores, Location Manager, Dennis Brabbs, Regional Operations Manager, Brant Warner, Regional Sales Manager, and Dana Carney, Fleet Sales and Operations Manager.

D: As Factory Motor Parts owns the source code to our systems, we employ a number of computer programmers within our organization that can program the needed report or information that has been requested by any customer if the request is something that is not a standard report. Any piece of information or combination of information contained on a customer invoice can be tracked and included on a customer report and can be disseminated by agency, purchase order, invoice number, date, product line, product category, part number, quantity, price, extended price, total, among other information. This information for example can then be assembled by Factory Motor Parts for the customer in many different forms. Samples of some of the reports regularly provided to fleet customers include:

- Report on usage of an individual item.
- Report indicating the purchases of individual customer locations by month.



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- Report that lists all part numbers purchased in descending usage order with price and price extension.
- Report that lists parts in descending usage order by product line brand and category.
- Report that shows dollar value of purchases for each brand including returns, ytd, mtd, and comparison to last year.
- Report that prints a suggested minimum and maximum stock level for all part numbers based on the last two years purchase history.
- Report by product line brand that compares this year's purchases to last year's purchases in descending unit volume including part number, quantity purchased, selling price, and extension.
- Report of all items returned for warranty including running totals.
- Report that shows all outstanding cores. It includes number of cores still eligible for return, value of core, invoice numbers of open core returns and totals in units and dollars.
- Report that shows all open purchase orders.
- Report that lists all open accounts payable.

Reports from the Factory Motor Parts computer systems shall be provided to the City on a six-month interval as requested or additional reports can be created as requested. These may include usage reports by product category, product line or part number, exception reports, availability reports, or other management reports that can be programmed to provide.

E: Factory Motor Parts customer service will notify the City of Tucson on any out of stock items and/or backorders. The Factory Motor Parts ordering system will track and fulfill all backorders when the product has been processed into the warehouse.

F: Factory Motor Parts with the assistance of manufacturers will assist the City in a clean-up of dead inventory or obsolete merchandise. The City will compile a list of products that a return is requested, Factory Motor Parts representatives will review the list with manufacturers and perform a return.

G: Factory Motor Parts provides a published commercially online catalog: <https://factorymotorparts.com> which is owned and maintained by FMP on a regular basis. The Factory Motor Parts website provides a wealth of resources including online ordering, parts availability at all FMP locations, Application cataloging by Vehicle Year, Make, Model and vehicle options including engine size or vehicle package, Cataloging by VIN, Resources including buyers guide that enables customers to view the applications that use a particular part, product interchange from competitive industry part numbers, Greenlink to reprint invoicing and check account status, order tracking and order history. The website as well displays the next delivery time for the customer location through a



link to our Elite Extra system. The website can be customized for contract. Dwight Burns will train the appropriate City of Tucson and the City of Tucson will be assigned a unique username and password assigned to ensure the security of order placed:

City of Tucson Login: fmwnt1143
 City of Tucson Password: nt1143

The City is welcomed to login and review the system. The pricing will be changed to match the contracted pricing at the time of award.

The screenshot shows the Factory Motor Parts website interface. At the top, there is a navigation bar with the FMP logo and the tagline "WE SUPPLY YOUR SUCCESS." Below this, a search bar contains "2012 Chevrolet Malibu L4 2.4L" and a search icon. To the right of the search bar, it says "Next Delivery: None Scheduled" and "HOT SHOT" with a user name "Annette Day".

Below the search bar, there are several tabs: "QUICK ORDER", "CATALOGS", "SAVED ORDERS", "HISTORY", and "TOOLS". A shopping cart icon shows "0" items for "\$0.00".

The main content area shows the search results for "2012 Chevrolet Malibu L4 2.4L (2384) DOHC GAS Naturally Aspirated VIN-1". There are links for "change trim/engine" and "look". Below this, there are several tabs: "CATALOG GROUP", "SEARCH PARTS", "FAVORITE JOBS", "RECENT SEARCHES", "SPECS", and "TOP REPAIRS".

The search results are displayed in a table with three columns: "Group", "Subgroup", and "Part Types". The "Part Types" column shows a list of parts with checkboxes next to them. Five parts are selected, indicated by checked checkboxes:

- Accessory Drive Belt Idler Assembly
- Accessory Drive Belt Idler Pulley
- Accessory Drive Belt Tensioner Pulley
- Engine Balance Shaft Chain Kit
- Engine Balance Shaft Chain Tensioner
- Engine Balance Shaft Sprocket
- Engine Timing Chain Guide
- Engine Timing Chain Guide Bolt
- Serpentine Belt / V-Belt
- VVT Solenoid

At the bottom right of the search results, there is a "Get Parts" button and a "5 Part Types Selected" indicator.

H: Factory Motor Parts understands the importance of keeping technicians and parts personnel abreast of new and changing technology in the industry and therefore provides a wide variety of training resources available through collaborating with our manufacturer suppliers and one of the largest and most advanced training organizations within our industry. The same training that General Motors and Ford make available to their nationwide dealership networks shall be made available at no charge. Aftermarket Manufacture training is also provided. The City of Tucson will be notified in advance of all schedule training.

Factory Motor Parts training for technicians and parts people, both critically important areas of responsibility in ensuring the right parts are identified and installed on the vehicle. Training is done at a centralized location or performed onsite at the entity maintenance facility for classes dedicated to the entity. Technical hands-on courses are taught by



ASE-Certified instructors and are designed to Continuing Automotive Service Education (CASE) standards.

Training classes range in duration, length and the way the training is provided to the technician, classes can be less than an hour or up to an entire day of training. Our training partners provide a “Blended Learning” approach to training, which combines a variety of proven training delivery methods to ensure the maximum learning benefit for the service professional. In addition to traditional instructor-led business and technical training courses & seminars, a wide selection of web-based courses are also available. Web-based courses offer the latest available business & technical updates right at your fingertips. This blended learning approach offers on line courses 24/7 which allow participants to complete the courses at their own pace and on their own schedule. In addition, they also precisely dovetail into the hands-on course offerings that are the “Gold Standard” of industry training. Because the web-based courses teach the course fundamentals, the instructor-led seminars and courses are shorter thus minimizing time away from the work environment. With the introduction of Virtual Classroom Training (VCT) courses in 2010, AcDelco offers the benefit of live instructor expertise coupled with the convenience of internet accessibility.

We have outlined below the number of delivery methods training can be performed for Entity technicians.

- Tech-Assist (TAS) courses are very brief web-based technical courses which require no prerequisites. They are accessed through the AcDelco Learning Management System (LMS).
- Self-study training (SST) courses are typically less than an hour of web-based technical training available 24/7. Self-study training courses are accessed through the AcDelco Learning Management.
- Web-based training (WBT) courses are typically less than an hour of technical training available 24/7. They are accessed through the AcDelco Learning Management System.
- Simulation (SIM) courses are web-based interactive technical training available 24/7. They are accessed through the AcDelco Learning Management System.
- Virtual Classroom Training (VCT) courses are 1-2 hour courses presented by an AcDelco instructor. Training is presented live over the internet utilizing animations, graphics, and videos related to the content. Registration for these courses can be accessed through the AcDelco Learning Management System.
- Seminars (SEM) are typically presented by an AcDelco professional during the evening. Seminars usually last 3 to 4 hours and are interactive and fast paced. Registration for these seminars can be accessed through the AcDelco Learning Management Systems.
- Instructor-Led Training (ILT) courses are full-day courses presented by an AcDelco instructor. Training is presented utilizing vehicles and hands-on exercises. Registration for these courses can be accessed through the AcDelco Learning Management System.



I: Our company name, Factory Motor Parts, originates from our participation in the former Chrysler OEM distribution network of the 1960's and symbolizes our valuable relationships with Ford, General Motor and numerous other nationally recognized top-tier suppliers the automotive industry. Today, as Ford and General Motors largest aftermarket distribution partner we are able to service various channel customers throughout The United States, including Alaska, from a Factory Motor Parts distribution center. From underhood to undercar, domestic or import, light, medium and heavy duty, our commitment to unmatched inventory availability and customer service, our team of parts professionals have combined with our customers to form the foundation for our continued growth and expansion in the automotive parts aftermarket industry.

Factory Motor Parts has been awarded several Cooperative Contracts as a superior supplier. National Cooperative contracts awarded include: NASPO, hosted by the State of California; Sourcewell, and just awarded; the Equalis contract.

Inventories within Factory Motor Parts 3.0 Million square feet of distribution center space are in excess of \$300 Million with over 330,000 product part numbers. In large part, Factory Motor Parts inventories consist of the Original Equipment brands originally established by Ford and General Motors of Motorcraft and AC Delco. The availability and use of these OEM brands, provides our government fleet customers with the assurance that the part being replaced on the police car, ambulance, fire truck or other type of vehicle meets or exceeds the specifications and criteria established by the vehicle manufacturer. Access to these products from Factory Motor Parts provides for significant cost savings as compared to procuring these items from a new car dealer.

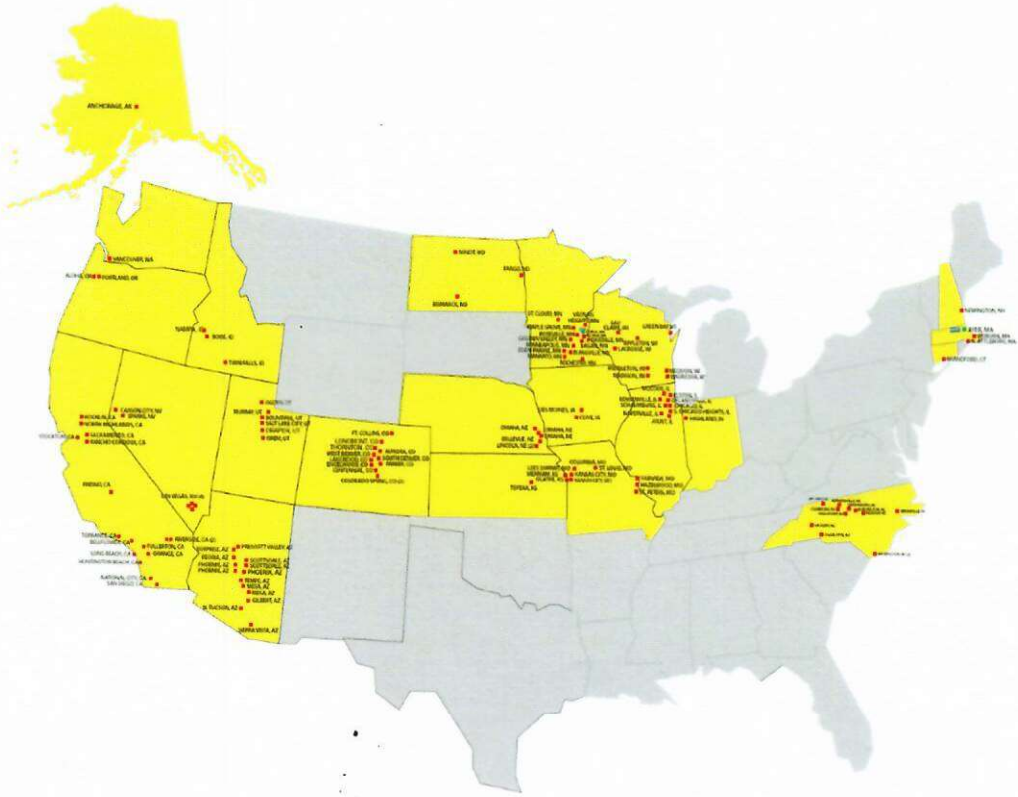
Additional products provided by Factory Motor Parts are of the most respected and widely known name brand manufacturers in the industry including Centric, Anco, Moog, Standard, FVP and Wix among many others. We have remained a name brand provider as we wish to ensure our customers that not only Factory Motors Parts, but also our recognizable manufacturer partners, stand behind every product we sell in terms of quality, reliability, and consistency with original equipment specifications and effectiveness.

Factory Motor Parts can service and supply the needed repair parts for all states excluding Hawaii within a 2-3 day time frame, with many of the entities being serviced, on demand/local same day delivery.

As a result of our more than 20 years of experience working with government and commercial fleets, we have a keen understanding of the challenges and pressures complex fleets face today when it comes to managing the parts component of their fleet operations. Working hand in hand with our customers, together we have developed simple yet innovative solutions to attain and surpass all of our customers' objectives for efficient parts supply, equitable parts room operation expenses and cost-effective inventory management.



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Once contract is awarded, a unique pricing default will be created matching the City of Tucson/Axia proposed pricing. This will allow pricing to be the same for each entity and sales reporting created. Factory Motor Parts will submit to Axia the sales by entity on a quarterly report. Factory Motor Parts request to negotiate the administrative fee to 1% to match all other cooperative contracts.

J: As Factory Motor Parts owns the source code to our systems, we employ a number of computer programmers within our organization that can program the needed invoice information that has been requested by any entity. At a minimum, the invoice will contain the contract number, purchase order number, entities name, delivery address, product number, product description, quantity, discount %, price, extended price, date. The sales reporting information will come directly from the contract invoices. Please see same reporting structure.

FMP Story does not stop at Auto Parts

System Integrations-Centralized Billing-EDI Statement-Inventory Management-Training-Tools & Equipment-Online Cataloging and Order System-ACDelco Key Fleet Program-Specialized Fleet Survey Tool- Professional Dedicated Fleet Account Managers and Customer Service Representatives-Reporting Availability-Manufacture Stock Lift Programs

Factory Motor Parts has several convenient methods of parts ordering.

Phone, Fax, Email, and Online

Dedicated Fleet Experienced Customer Service Representatives
Secured FMPdelivers Online Catalog and Ordering

Factory Motor Parts listens to the needs of our business partners and we create individualized programs understanding that the needs of fleets differ from each other. Government fleets are more complexed with the mixture of heavy equipment, emergency vehicles, and light duty vehicles. The importance of keeping the fleet on the street is the fleet manager's main responsibility.

Factory Motor Parts has a dedicated fleet team of professional customer service representatives, account representatives, fleet team management, and corporate support to grow this area of revenue. Factory Motor Parts has created flyers, landing pages on our website to advertise the cooperative contracts, and participate in National, Regional, and Local Expo Shows. The entire FMP Sales and Customer Service Team are trained on all of the Fleet Solutions and Contracts that Factory Motor Parts has to offer to entities.

Factory Motor Parts has a sales team of over 500 personnel, each region consists of one or more Regional Sales Managers and a Senior Director who is responsible for the entire regions sales and operations.



Key personnel to manage this contract: Resumes attached.

Dana Carney, Fleet Sales and Operations Manager with over 30 years of experience in Part Sales, Operations, and Contract Management.

Anthony Picarello, Director of Fleet and National Chain Accounts with over 20 years of Automotive Management experience.

Dana Carney

2420 McMurray Drive Pahurmp, NV 89060
Cell: 720-251-1776

Executive Profile

Innovative aftermarket/fleet automotive parts professional experienced in managing government, commercial, and national fleet accounts. Skilled customer relations with solid knowledge of government bidding, RFP processes, and managing contract and national account agreements.

Skill Highlights

- Project Management
- Leadership/Communication Skills
- Account & Contract Management
- Budgeting/Time Management
- Customer Service Skills
- Results Driven
- Self-Motivated
- Market Research & Analysis

Core Accomplishments

- Major role in creating and implementing a business plan for initiating the Fleet Department for Factory Motor Parts
- Grew the fleet business over \$45M
- Proposed and implemented a successful new business plan: Supply Chain Solutions
- Performed all functions of government bidding that resulted over \$7M contract business
- Created a successful cooperative proposal nationwide that resulted in a \$29M business opportunity

Professional Experience

Fleet Contract Specialist/Account Manager/Sales & Operation Manager
June 2005 to Current

Factory Motor Parts-Eagan, MN

- ✚ Accountable for long term growth of fleet department
- ✚ Responsible for attaining fleet and government sales and gp% budgets and objectives
- ✚ Personal involvement in top opportunity accounts
- ✚ Superior customer service & communication skills
- ✚ Aggressively research, prepare, and submit government bids before deadlines



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- ✚ Manage all contract compliances with no early terminations
- ✚ Submit and manage Federal Government contract with GSA
- ✚ Prepare and submit customer monthly reports

Sales Administrator/Customer Service Manager

September 1995-June 2005

Heff's Automotive Supply-St Louis, MO

- ✚ Manage a call team of 12 that handled over 2000 calls a day effectively
- ✚ Responsible for all communications with sales, customer service, and vendors
- ✚ Motivate and train both sales and customer service teams
- ✚ Tracking the success of all sales promotions
- ✚ Superior customer relations
- ✚ Top sales leader

Parts & Service Manager

February 1983-September 1995

Mertz Ford-Millstadt, IL

- ✚ Manage a team of 5 service technicians
- ✚ Increased service profitability and efficiency
- ✚ Superior customer relations resulting in a loyal customer base
- ✚ Maintain an accurate parts inventory reducing obsolescence
- ✚ Create and execute financial statements to Ford Motor Company monthly



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Anthony Picarello

(480) 388-7685

Chandler, Arizona
a.picarello@fmpco.com

EXECUTIVE MANAGEMENT / BRAND DEVELOPMENT/ AUTOMOTIVE EXPERTISE

PROFESSIONAL EXPERIENCE

Vice President, National Accounts and Marketing
AZ

Factory Motor Parts, Phoenix,

National Accounts and Fleet Management
Present

2012 to

Senior Regional Vice President

2009 to Present

Regional Sales, Operations and Profitability

Managing Director
Phoenix, AZ

Picarello Consulting Group, LLC,



Brand Development, Customer & Market Analysis & Planning
2018

2009 to Dec

2009 to Present

President and Director

Zero Emission Systems, Marketing Strategy, Brand Development, and Commercialization
2012

2010 to June

Vice President
Vancouver, BC

Westport Innovations,

Marketing and Sales Global HD
2009

2008 to June

Executive Director
Greensboro, NC Marketing and Brand Management
2003 to Jan 2008

AB Volvo,

Director, Marketing
Beach, CA

American Racing Equipment, Long

Marketing, Brand Management, & Customer Acquisition
August 2003

2001 to

Executive Marketing & Sales
Dearborn, MI

Ford Motor Company,

Brand Manager, 1997 to 2001
to July 2001

1984

EDUCATION

UNC Kenan-Flagler, Chapel Hill, NC, **Executive Program, Marketing Integration**

UCLA Anderson School of Management, Los Angeles, CA, **Executive Program, Marketing Strategy**

University of Dallas - GSM, Irving, TX, **MBA, Marketing Management** – Graduated with cum laude honors

Northern Arizona University, **B.S., Philosophy & Business** – Graduated in three years with cum laude honors



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References:

City of Tucson
255 W Alameda St
Tucson, AZ 85701
Joseph Palacino
520-837-4126
joseph.palacino@tucsonaz.gov

Sedgwick County
1021 Stillwell St
Wichita, KS 67213
Beau Bergeron
316-660-7477
Beau.bergeron@sedgwick.gov

Centerra/LASD
1104 N Eastern Ave
Los Angeles, CA 90063
Don Goff
323-267-2374
Don.goff@constellis.com

Nevada State Purchasing Div
515 E. Musser Street
Carson City, NV 89701
Heather Moon
775-684-0179
hmoon@admin.nv.gov

Customer	Ship to Address	City	State	Zip	Contact Name	Email	Phone	Entity#	Invoice Date	Item	Line	Product Description	Partno	Qty	Net Price	Est Price	Admin Fee
10790 CARVER COUNTY PUBLIC WORKS	11360 HIGHWAY 212 STE 1	COLOGNE	MN	55322-8016	DUSTIN EASTERLUND	DEASTERLUND@CO.CARVER.MN.US	952-466-5240	18551	05/26/2022	1-W18872	DEL	88865234 C850 R140 (7)	946.PC	3	\$154.95	\$154.95	\$4.63
10780 CARVER COUNTY PUBLIC WORKS	11360 HIGHWAY 212 STE 1	COLOGNE	MN	55322-8016	DUSTIN EASTERLUND	DEASTERLUND@CO.CARVER.MN.US	952-466-5240	18551	06/08/2022	1-W18898	DEL	88865208 C850 R160 (7)	85GHR	3	\$138.37	\$415.11	\$1.00
10780 CARVER COUNTY PUBLIC WORKS	11360 HIGHWAY 212 STE 1	COLOGNE	MN	55322-8016	DUSTIN EASTERLUND	DEASTERLUND@CO.CARVER.MN.US	952-466-5240	18551	06/08/2022	1-W18898	DEL	88865163 C850 R160 (7)	85GHR160	-1	\$99.99	\$599.99	(\$1.00)
10790 CARVER COUNTY PUBLIC WORKS	11360 HIGHWAY 212 STE 1	COLOGNE	MN	55322-8016	DUSTIN EASTERLUND	DEASTERLUND@CO.CARVER.MN.US	952-466-5240	18551	06/15/2022	1-W18844	DEL	88865208 C850 R160 (7)	85GHR160	-1	\$99.99	\$599.99	(\$1.00)
10780 CARVER COUNTY PUBLIC WORKS	11360 HIGHWAY 212 STE 1	COLOGNE	MN	55322-8016	DUSTIN EASTERLUND	DEASTERLUND@CO.CARVER.MN.US	952-466-5240	18551	06/15/2022	1-W18892	DEL	88865208 C850 R160 (7)	85GHR	1	\$138.37	\$138.37	\$1.38
10790 CARVER COUNTY PUBLIC WORKS	11360 HIGHWAY 212 STE 1	COLOGNE	MN	55322-8016	DUSTIN EASTERLUND	DEASTERLUND@CO.CARVER.MN.US	952-466-5240	18551	06/23/2022	1-W18892	DEL	88865163 C850 R160 (7)	85GHR160	-1	\$99.99	\$599.99	(\$1.00)
10872 CITY OF ELK RIVER	19000 PROCTOR RD	ELK RIVER	MN	55330-2467	STEVE TAYLOR	DEASTERLUND@CO.CARVER.MN.US	952-466-5240	18551	06/23/2022	1-W18892	DEL	88865163 C850 R160 (7)	48GHR	1	\$156.64	\$156.64	\$1.56
14076 ST PAUL COLLEGE	235 MARSHALL AVE	ST PAUL	MN	55102-1807	JOHN PERGELL	JOHN.PERGELL@SAINTPAUL.EDU	651-846-1351	61863	04/07/2022	128-211378	DEL	88865272 C850 R185 (7)	31G950T	1	\$20.50	\$120.50	\$1.21
14076 ST PAUL COLLEGE	235 MARSHALL AVE	ST PAUL	MN	55102-1807	JOHN PERGELL	JOHN.PERGELL@SAINTPAUL.EDU	651-846-1351	61863	04/16/2022	139-073113	DEL	Automatic Items (SLP-PARTY)	10476146	1	\$32.78	\$32.78	\$0.33
14076 ST PAUL COLLEGE	235 MARSHALL AVE	ST PAUL	MN	55102-1807	JOHN PERGELL	JOHN.PERGELL@SAINTPAUL.EDU	651-846-1351	61863	05/26/2022	112-182466	DEL	Master Air Filter S (SLP)	24227747	1	\$58.97	\$58.97	\$0.57
14076 ST PAUL COLLEGE	235 MARSHALL AVE	ST PAUL	MN	55102-1807	JOHN PERGELL	JOHN.PERGELL@SAINTPAUL.EDU	651-846-1351	61863	06/08/2022	112-182466	DEL	Master Air Filter S (SLP)	24227747	-1	\$58.97	\$58.97	(\$0.55)
14076 ST PAUL COLLEGE	235 MARSHALL AVE	ST PAUL	MN	55102-1807	JOHN PERGELL	JOHN.PERGELL@SAINTPAUL.EDU	651-846-1351	61863	06/08/2022	112-182466	MTC	COIL ASY IGN (P)	DC546	-1	\$76.46	\$76.46	(\$0.76)
14076 ST PAUL COLLEGE	235 MARSHALL AVE	ST PAUL	MN	55102-1807	JOHN PERGELL	JOHN.PERGELL@SAINTPAUL.EDU	651-846-1351	61863	06/08/2022	112-182466	MTC	COIL ASY IGN (P)	DC546	1	\$76.46	\$76.46	\$0.76
14076 ST PAUL COLLEGE	235 MARSHALL AVE	ST PAUL	MN	55102-1807	JOHN PERGELL	JOHN.PERGELL@SAINTPAUL.EDU	651-846-1351	61863	06/08/2022	139-074731	ACP	Engine Oil FR (SLP-1)	PF48E	3	\$6.36	\$19.05	\$0.19
14076 ST PAUL COLLEGE	235 MARSHALL AVE	ST PAUL	MN	55102-1807	JOHN PERGELL	JOHN.PERGELL@SAINTPAUL.EDU	651-846-1351	61863	06/08/2022	139-074731	ACP	Engine Oil FR (SLP-1)	PF48E	5	\$6.41	\$32.05	\$0.32

AGM

PLATINUM BATTERIES

DURABLE, RELIABLE, SAFE

Originally developed for the military where power, durability, reliability and safety are critical, AGM batteries are now available for passenger cars and light trucks. FVP Platinum AGM batteries are the ideal choice for vehicles equipped with an idling Stop-Start system or with power-hungry accessories that increase the demand on the battery and charging system.

Each FVP Platinum AGM Battery meets exact OE fitment specifications and is backed by a nationwide free-replacement 36-month warranty.

AGM (ABSORBENT GLASS MAT) SEPARATOR

- Minimizes electric resistance for outstanding cranking power. Has 30% more starting power than a typical lead-acid battery

HIGH COLD CRANKING AMPS AND RESERVE CAPACITY RATINGS

- Has the power to start the vehicle and run all of the electronic accessories found on today's vehicles

X-FRAME STAMPED GRID TECHNOLOGY AND CALCIUM-CALCIUM ALLOY

- Has longer service life and durability



REINFORCED CASE

- Protects the battery from vibration for longer service life

INTEGRATED FOLD DOWN HANDLE

- Provides safe, easy handling and installation

COMPLETELY MAINTANCE FREE

- Does not require the acid level to be checked and it won't leak or spill

SUPPLEMENTAL EXTENDED WARRANTY

- Supplemental five-year warranty available in U.S.



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WE SUPPLY YOUR SUCCESS.®

VOLTEGE

HEAVY DUTY COMMERCIAL BATTERIES

PERFORMANCE FOR THE TOUGHEST CONDITIONS

FVP's VoltEdge® Heavy Duty/Commercial series is built tough to withstand extreme vibration. Built with the same care and quality as the VoltEdge® automotive series, additional benefits include:

COLD FORGED TERMINAL BUSHINGS

Provide a leak-free bond eliminating terminal corrosion

CORE TECHNOLOGY

X-FRAME PLUS

- Reliable starting power

ADVANCED CALCIUM/CALCIUM

- Stable reserve capacity

HD STANDARD

- Absolutely maintenance free

HEAT SEALED LID

- High vibration resistance

HIGH DENSITY PASTE

Blends long-cycle life with reliable vibration resistance

POLYETHYLENE SEPARATORS

Greatly improve the overall life cycle of the battery



FVP[®]
VERIFIED. PROVEN.[®]

INTEGRATED FOLD DOWN HANDLE (Group 31)

ROPE HANDLES (Groups 4D, 8D, 4DLT)

Provides safe and easy handling/installation

FLEX RIBS

Maintains battery plate integrity in extreme road conditions



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FVP

BRAKE PADS & ROTORS

FVP
VERIFIED. PROVEN.



FVP Brake Pads:

- Engineered with Professional Friction Technology (PFT)
- Application-specific Material Compositions for OE Quality and Performance
- Post-Cured for even wear throughout the life of the pad
- Hardware included, where applicable, for optimal noise-free performance

FVP Brake Rotors:

- Engineered to provide OE Quality and Performance
- Manufactured to OE thickness and vane configuration specs
- Mill-balanced and Machined with a Non-Directional Finish
- Warranted against Manufacturing Defects

FVP Premium Brake Rotors:

- Coated with gray corrosion-resistant paint on hat, vanes and edge to keep OE look and feel



FVP Pads & Rotors come with an unconditional warranty covering manufacturing defects.

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FVP PREMIUM CHASSIS



SAFETY AND QUALITY FOR THE DAILY DRIVER

- Factory sealed high quality boots provide the most complete protection against contaminants
- Precision forged housing with anti-corrosion coating
- OE grade hardware included

LOW FRICTION OE DESIGN

- Highly polished ball on polymer joints provide smooth steering and ease of wheel turn
- OE matching replacement parts for exact direct fit
- Quality that restores OE handling characteristics



FVP Premium Chassis
is backed by
Limited Lifetime Warranty

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FACTORYMOTORPARTS[™]
WE SUPPLY YOUR SUCCESS.[®]

FVP U-JOINTS



- Exact fit snap ring included
- Heavy duty needle bearings
- Cold forged cross for toughness
- Multi-stage testing prior to assembly
- Special chrome/molybdenum steel composition

FVP U-Joints
are backed by
Limited Lifetime Warranty

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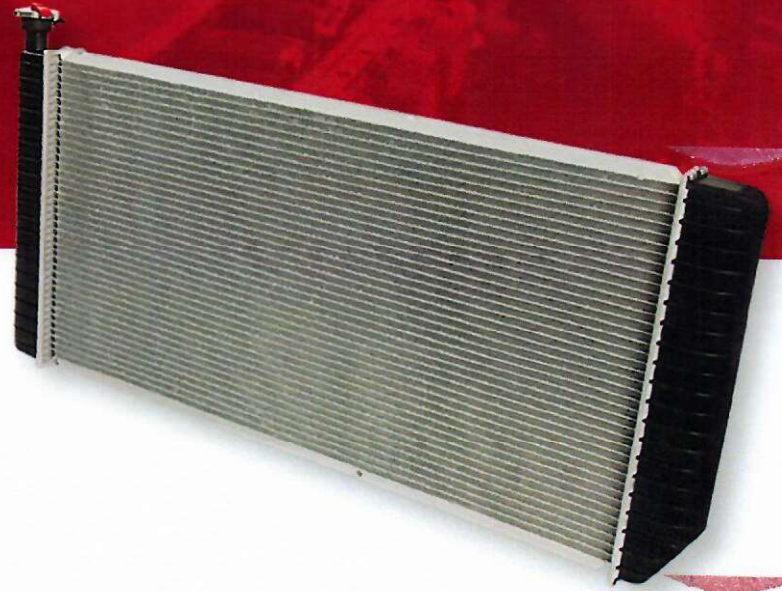


FACTORYMOTORPARTS™
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FVP #	ITEM DESCRIPTION	MOOG	AC DELCO	Spicer
210-0105	UNIVERSAL JOINT	514G	45U0012	5-105X
210-0134	CONVERSION UJ	353	45U0119	5-134X
210-0153	UNIVERSAL JOINT	369	45U0107	5-153X
210-0160	UNIVERSAL JOINT	330	45U0300	5-160X
210-0170	UNIVERSAL JOINT	338	45U2000	5-103X
210-0178	UJ GREASEABLE 210-0447	331	45U0103	5-178X
210-0213	UNIVERSAL JOINT	354	45U0106	5-213X
210-0260	UNIVERSAL JOINT	365	45U0125	5-260X
210-0278	UJ W/ FLUSH GREASE FITTING	379	45U0121	5-153X
210-0297	UNIVERSAL JOINT	371	45U0104	5-760X
210-0332	UNIVERSAL JOINT	374	45U0301	SPL55-3X
210-0350	UNIVERSAL JOINT	368	45U0151	#N/A
210-0443	UNIVERSAL JOINT	437G	45U0001	5-443X
210-0447	UJ NONGREASEABLE 210-0178	231	45U0123	5-178X
210-0464	UNIVERSAL JOINT	464	45U0305	5006813
210-0488	UNIVERSAL JOINT		-	#N/A
210-1200	UNIVERSAL JOINT	429	45U0131	5-1200X
210-1202	CONVERSION UJ	431	45U0154	#N/A
210-1203	UNIVERSAL JOINT	433	45U0130	5-1203X
210-1204	UNIVERSAL JOINT	434	45U0105	5-1204X
210-1306	UNIVERSAL JOINT	315G	45U0117	5-789X
210-1309	UNIVERSAL JOINT	316	45U0124	5-1309X
210-3105	UNIVERSAL JOINT	534G	45U0108	5-3147X
211-0160	UNIVERSAL JOINT	330A	45U0306	5-3207X
211-1306	UNIVERSAL JOINT	317	45U0112	5-789X
215-0021	PERF UJ 220-0021	285	45U0147	5-1510X
215-0153	PERF UJ 210-0153	280	45U0111	5-153X
215-0160	PERF UJ 210-0160	295A	45U0304	5-3207X
215-0178	PERF UJ 210-0178	232	45U0109	5-178X
215-0299	UNIVERSAL JOINT	377	45U0114	5-3226X
215-1203	PERF UJ 210-1203	260	45U0115	5-1203X
215-3105	PERF UJ 210-3105	235	45U0110	5-3147X
215-4009	PERF UJ FLUSH GF 240-0231	290	45U0166	5-212X
220-0012	UNIVERSAL JOINT	390	45U0173	5-1508X
220-0021	UJ W/ NIPPLE	387	45U0116	5-1510X
220-0027	UNIVERSAL JOINT	391	45U0003	5-1501X
220-0046	UNIVERSAL JOINT	446	45U0155	#N/A
220-0081	UNIVERSAL JOINT	398	45U0016	5-1503X
220-1100	UNIVERSAL JOINT	344	45U0168	5-3214X
230-0188	UNIVERSAL JOINT	351	45U2201	5-188X
230-0562	UJ CAP SEAL TYPE	478	45U2376	5-676X
231-0188	UNIVERSAL JOINT	351A	45U2207	5-3206X
240-0231	CONVERSION UJ	355	45U0113	5-212X
240-0356	CONVERSION UJ	372	45U0126	5-3022-1X
240-0447	CONVERSION UJ	447	45U0132	5-3205X
240-0448	UNIVERSAL JOINT	448	45U0178	5-648X
260-0160	STRAP KIT	33110	45U0502	3-70-28X
260-1204	U-BOLT KIT	53410	45U0506	2-94-58X
260-4105	STRAP KIT	53010	45U0505	2-70-48X

This information is for reference only, please use catalog for accurate part number identification.

FVP RADIATORS



O.E. FORM, FIT, AND FUNCTION

Preventing cooling system problems begins with superior quality parts. FVP Radiators are engineered for OE form, fit and function. They meet or exceed OEM standards and every FVP Radiator is computer designed to ensure an exact fit.

- Each FVP radiator is individually pressure tested to guard against ruptures
- The correct fittings are included with all FVP radiators for easy, hassle-free installation
- FVP Radiators feature louvered aluminum fins and tubes that are bonded through a unique furnace-brazing process with premium quality aluminum for maximum heat dissipation
- Coverage for over 97% of the vehicles on the road today

FVP Radiators
are backed by
Lifetime Limited Warranty

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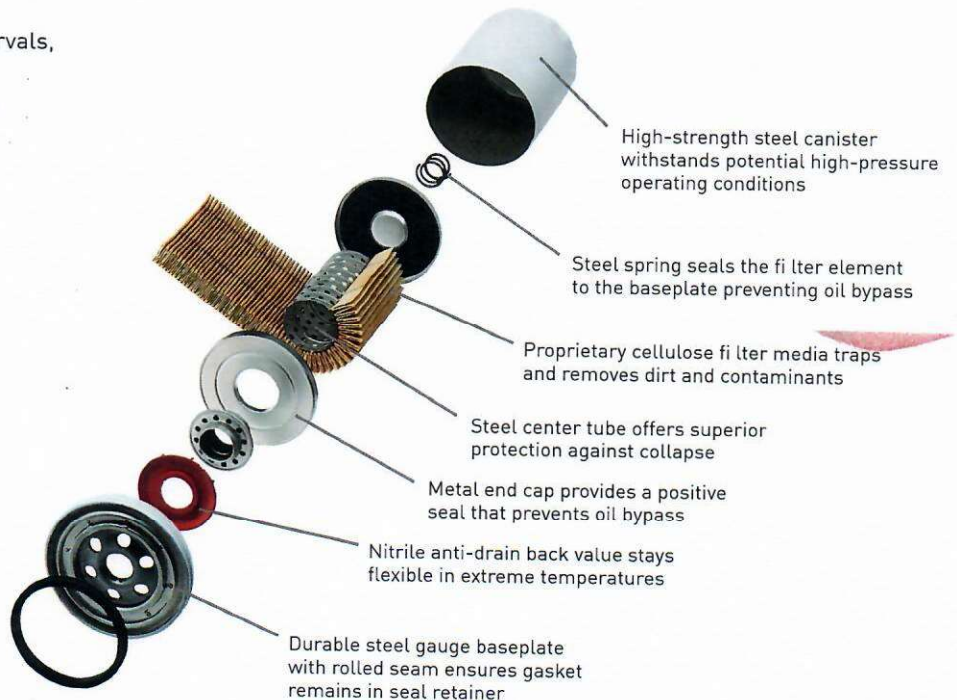
FACTORYMOTORPARTS™
WE SUPPLY YOUR SUCCESS.®

FVP OIL FILTERS



WE HAVE THE RIGHT FILTER FOR WHATEVER YOU DRIVE

- Protects everyday vehicles under normal and nonstrenuous driving conditions
- For use at traditional oil change service intervals, typically 3,000 to 5,000 miles
- Construction quality that meets and exceeds OE standards — at a better value
- ISO/TS: 16949 Certified Manufacturer



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FACTORYMOTORPARTS™

WE SUPPLY YOUR SUCCESS.™

FVP AIR FILTERS



WE HAVE THE RIGHT FILTER FOR WHATEVER YOU DRIVE

FVP offers premium quality Air Filters for a wide range of U.S. domestic and import vehicles. FVP Air Filters are available in a many configurations—including flexible panel, conical, rigid and round types, both cellulose and non-woven, and are manufactured using advanced, high-efficiency filtration media.

All FVP Air Filters are tested for correct OE fit, form and function to ensure trouble-free installation and efficient, long life performance. FVP Air Filters are manufactured in strict accordance with the ISO9001 Quality Management System.

Features and benefits

- High-efficiency filter media provides maximum capacity to trap damaging particulates
- Highly automated, state-of-the-art manufacturing process assures top quality and product consistency
- Protects vital engine parts from dirt and dust
- Exceptionally broad coverage for US domestic and import vehicles

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The FMP Advantage

- Trusted aftermarket distributor for over 75 years
- ASE Certified Parts Professionals
- Dependable parts delivery with GPS tracking
- Multiple online ordering options

Air Conditioning/Heating

ACDelco
FVP
GPD
Motorcraft
Denso
Chemours
Batteries
ACDelco
Eveready
FVP
Motorcraft
Odyssey
Trojan
Full Throttle

Battery Accessories

FVP

Bearings, Hubs & Seals

ACDelco
FVP
Moog
Motorcraft
National

Belts & Hoses

ACDelco
Continental
FVP
Motorcraft

Brake Pads and Shoes

ACDelco
Centric
FVP
Motorcraft
PowerStop
Wagner

Brake Rotors and Drums

ACDelco
Centric
FVP
Motorcraft

Brake Hydraulics

ACDelco
Centric
FVP
Motorcraft

Brake Hardware

ACDelco
Edelmann
FVP

Bulbs & Flashers

ACDelco
Wagner

Caps & Thermostats

ACDelco
FVP

Motorcraft

Catalytic Converters

FVP

Chassis

ACDelco
FVP
Moog
Motorcraft

Condensers

ACDelco
Denso
FVP
Motorcraft

Distributors

ACDelco
Cardone
Motorcraft
Dorman OE Solutions

Drive Axles

ACDelco
Motorcraft
FVP

Electric Motors

ACDelco
Dorman OE Solutions
Cardone
Motorcraft

Engine Management

ACDelco
Bosch
Champion
Denso
Delphi
Dorman OE Solutions
FVP (Coils)
Hitachi
Intermotor
Motorcraft
NGK
Standard Motor Products

Engine Timing

Aisin
Continental
FVP

Filters

ACDelco
Donaldson
FVP
Motorcraft
WIX

Fleetguard**Fuel Delivery**

ACDelco
Delphi
Denso
GBR
Motorcraft
Spectra Premium
Standard Motor Products

Fuses

ACDelco
Littelfuse

Gaskets

ACDelco
Fel Pro
Motorcraft

Heater Cores

ACDelco
FVP
Motorcraft

Idler Pulleys

Continental
Dorman OE Solutions
Motorcraft

Mounts

FVP

Oil

ACDelco
FVP
Mobil 1
Motorcraft

Powertrain

FVP

Pigtails, Sockets & Wiring

ACDelco
Intermotor
Motorcraft
Standard Motor Products

Radiators

ACDelco
Denso
FVP
Motorcraft

Shocks & Struts

ACDelco
FCS
KYB
Monroe

Motorcraft

Shop Supplies**Starters & Alternators**

ACDelco
Denso
Bosch
Hitachi
FVP

Motorcraft

Steering

ACDelco
FVP
Motorcraft
Vision OE

Steering (Cont'd)

Superior
MAVAL

Tire Pressure Monitors & Tire Repair

ACDelco
Black Jack
Motorcraft
Continental Redi-Sensor

Tools & Equipment

Bendpak/Ranger
Bosch (OTC, Robinair)
Associated

Clore/Solar

FVP Abrasives (Shark)

Rotary Lift

Ammco/Coats

Noco

Lisle

And many more

Transmission Parts & Clutches

ACDelco
Sachs Clutch

U-Joints

ACDelco
FVP

Water Pumps

ACDelco
Aisin
FVP

Hitachi

Motorcraft

Wiper Blades

ACDelco

Anco

BOSCH

Motorcraft

SPLASH

Complete Line of Shop Supplies, Antifreeze, Freon, Windshield Wash, and Chemicals.

MORE THAN OE • YOUR SINGLE PARTS SOLUTION



City of Tucson

License Certificate

Business Name and Mailing Address:

FACTORY MOTOR PARTS
C/O BUSINESS LICENSE DEPT
1380 CORPORATE CENTER CURV STE 200
EAGAN MN 55121-1200

License Number: 3059406

Type: Motor Vehicle Supplies and New Parts Mer

Issue Date: January 26, 2022

Expiration Date: December 31, 2022

Owner:

ELLIOTT AUTO SUPPLY CO INC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

3059406

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

Business License


For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: FACTORY MOTOR PARTS

Located At: 2155 E VALENCIA RD, TUCSON, AZ 85706

Effective: January 01, 2022

Please refer to license number in all correspondence.

By 
Director, Business Services



City of Tucson

License Certificate

Business Name and Mailing Address:

FACTORY MOTOR PARTS
C/O BUSINESS LICENSE DEPT
1380 CORPORATE CENTER CURV STE 200
EAGAN MN 55121-1200

License Number: 3059406

Type: Motor Vehicle Supplies and New Parts Mer

Issue Date: January 26, 2022

Expiration Date: December 31, 2022



Owner:

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This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

<p><u>CITY OF TUCSON, ARIZONA</u> <u>LICENSE SECTION</u> <u>Expiration Date: December 31, 2022</u></p>		<p><u>Non-Transferable</u></p>
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">3059406</div>
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">MUST BE DISPLAYED IN A CONSPICUOUS PLACE</div>
<p>Business License</p>		
<p>For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.</p>		
<p>Issued To: FACTORY MOTOR PARTS</p>	<p>Located At: 2155 E VALENCIA RD, TUCSON, AZ 85706</p>	
	<p>Effective: January 01, 2022</p>	
<p>Please refer to license number in all correspondence.</p>	<p>By  Director, Business Services</p>	

3. Offer and Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Factory Motor Parts

Company Name

2155 East Valencia Road

Address

Tucson AZ 85706

City State Zip

Dana Carney

Digitally signed by Dana Carney
DN: cn=Dana Carney, ou=Factory Motor Parts, ou=email=d.carney@fmpco.com, c=US
Date: 2022.08.29 11:53:49 -0500

Signature of Person Authorized to Sign

Printed Name

Dana Carney, Fleet Sales & Operations Manager

Title

Name: Dana Carney

Title: Fleet Sales and Operations Manager

Phone: 720-251-1776

Fax:

E-mail: d.carney@fmpco.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 226051-01.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 9th day of February 2023

Regina Nassen for
As Tucson City Attorney and not personally
personally

Awarded:

This 8th day of February 2023

Nathan Daon
As Director of Business Services and not

4. RFP #226051



CITY OF
TUCSON

CITY OF TUCSON
REQUEST FOR PROPOSAL

226051

AFTERMARKET AUTOMOTIVE AND HEAVY-DUTY VEHICLE PARTS
(AXIA)

Due Date: Wednesday, September 14, 2022

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/19263>

PUBLISH DATE: July 27, 2022

CITY OF TUCSON
BUSINESS SERVICES DEPARTMENT
SHARED SERVICES PROCUREMENT DIVISION
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 226051
Page 2 of 41
RESPONSIBLE CONTRACT OFFICER: Joseph Palacino
PH: (520) 837-4126

Attachments:

A - OFFER AND ACCEPTANCE

F - Axia Cooperative Attachment

G - 226051 - Price Page

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 226051

TITLE: Aftermarket Automotive and Heavy-Duty Vehicle Parts (AXIA)

SUBMITTAL DUE DATE: Wednesday, September 14, 2022 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Thursday, August 11, 2022

TIME: 10:30 am LOCAL AZ TIME

LOCATION: [MICROSOFT TEAMS VIRTUAL MEETING](#)

CALL-IN AUDIO OPTION: [+1 213-293-2303,564196514#](#) United States, Los Angeles
PHONE CONFERENCE ID: 564 196 514#

QUESTIONS SHALL BE DIRECTED TO: Joseph Palacino
(520) 837-4126
joseph.palacino@tucsonaz.gov

Posted Date: Wednesday, July 27, 2022

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson is requesting proposals from qualified firms to establish an annual requirements contract to provide **Aftermarket Automotive and Heavy Duty Vehicle Parts**, per the requirements herein. **NOTE: The Scope of Work of this Solicitation and the resulting contract does NOT include repair services.** This contract will be used by various City departments.

The City currently operates several vehicle and equipment maintenance facilities. These include facilities operated by Fleet Services, Fire Fleet Management, Parks and Recreation and the Water Department. In addition to fixed site repair facilities, various City departments utilize mobile repair trucks. Vehicles maintained range from sedans, pickup trucks, service body trucks, dump trucks, water trucks, refuse collection trucks, ambulances, and fire apparatus to off-road equipment such as grounds keeping equipment, loaders, backhoes, and motor graders.

While a large portion of parts covered under any contract resulting from this solicitation will be utilized for light and medium duty on-highway vehicles, many of the parts incorporated in this solicitation also cover heavy duty on-highway vehicle and off-road vehicle applications. Therefore, offerors must offer complete product lines that cover this wide range of applications.

NOTE: The City of Tucson anticipates establishing a separate contract for the purchase of batteries and does NOT intend to purchase batteries under the contract resulting from this solicitation.

Batteries are included in the Scope of the solicitation and resulting contract to allow for the purchase of batteries under the contract by those cooperative partners.

A. **The City of Tucson**

The City of Tucson is requesting proposals from qualified firms to establish an annual requirements contract to provide **Aftermarket Automotive and Heavy Duty Vehicle Parts**, per the requirements herein. **NOTE: The Scope of Work of this Solicitation and the resulting contract does NOT include repair services.** This contract will be used by various City departments.

- B. **AXIA Cooperative - National Contract**The City of Tucson, as the Lead Procurement Agency, as defined in [Axia Cooperative Attachment](#), has partnered with Axia Coop LLC ("Axia Cooperative") to make the resultant contract (also known as the "Master Agreement" in materials distributed by Axia Cooperative) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. [Axia Cooperative Attachment](#) contains

additional information on Axia Cooperative and the cooperative purchasing agreement.

Axia Cooperative provides shared services and supply chain optimization to state, local, education and other government entities. Axia Cooperative leverages the spend of public agencies nationwide to command the best prices on products and services. With executive support from the supplier along with pricing and sales commitments, Axia Cooperative provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Axia Cooperative documents ([Axia Cooperative Attachment](#)).

The City of Tucson anticipates spending approximately \$20mm over the full potential Master Agreement term for Aftermarket Automotive and Heavy-Duty Vehicle Parts. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of purchases under the Master Agreement through Axia Cooperative is approximately \$100mm. This projection is based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and Axia Cooperative.

B.2. Background

The City currently operates several vehicle and equipment maintenance facilities. These include facilities operated by Fleet Services, Fire Fleet Management, Parks and Recreation and the Water Department. The Town of Marana operates a Fleet Services facility at 5100 W. Ina Road. In addition to fixed site repair facilities, various City departments utilize mobile repair trucks. Vehicles maintained range from sedans, pickup trucks, service body trucks, dump trucks, water trucks, refuse collection trucks, ambulances, and fire apparatus to off-road equipment such as grounds keeping equipment, loaders, backhoes, and motor graders.

While a large portion of parts covered under any contract resulting from this solicitation will be utilized for light and medium duty on-highway vehicles, many of the parts incorporated in this solicitation also cover heavy duty on-highway vehicle and off-road vehicle applications. Therefore, offerors must offer complete product lines that cover this wide range of applications.

NOTE: The City of Tucson anticipates establishing a separate contract for the purchase of batteries and does NOT intend to purchase batteries under the contract resulting from this solicitation.

However, the City anticipates the use of this contract by its cooperative partners as described below. Batteries are included in the Scope of the solicitation and resulting contract to allow for the purchase of batteries under the contract by those cooperative partners.

B.3. Contact Information

Joseph Palacino

Contract Officer

Email: joseph.palacino@tucsonaz.gov

Phone: [\(520\) 837-4126](tel:(520)837-4126)

Department:

EGSD

B.4. Timeline

Release Project Date	July 27, 2022
Pre-Proposal Meeting (Non-Mandatory)	August 11, 2022, 10:30am Agenda MICROSOFT VIRTUAL TEAMS MEETING
Proposal Submission Deadline	September 14, 2022, 2:00pm

C. SCOPE OF WORK

NOTE: The Scope of Work of this solicitation and the resulting contract does NOT include Vehicle Repair Services.

C.1. General Requirements

A. QUALIFIED FIRMS

1. Offerors should meet the minimum qualifications:
 - a. Have a strong national presence in the aftermarket automotive and heavy-duty vehicle parts industry.
 - b. Have a distribution model capable of delivering products nationwide.
 - c. Have a demonstrated sales presence.
 - d. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
 - e. Be able to provide the full range of products, equipment, parts, materials and services to meet the demands of the City of Tucson and agencies that opt to participate in the cooperative purchasing program detailed herein.

B. INVENTORY

1. The City of Tucson has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that the Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation of the Contract.

C. PRICING FOR PARTS

1. The Offeror shall offer parts prices based on a percentage discount off of a referenced manufacturer's price list or a percentage markup from a manufacturer's cost list. Price list (or Cost list), manual or electronic, must be kept up to date as the discount (or markup) applies to the current list. For the purpose of this contract, the definition of "current" Price list (or cost list) shall be the last Price list (or Cost list) received by the City. Contractor shall notify the City's designated contract representative in the Fleet Services Division, as well as the contract officer in the Procurement Department, of any and all price changes and shall provide a current Price list (or Cost list) to the City.

D. INVOICING

1. The City purchase order number shall be shown on all invoices and related documents. All invoices for parts will have a supporting document with the signature and employee number of the City employee accepting the parts. Contractor's invoices should accompany all part deliveries.

E. CATALOGS

1. Upon request, the Contractor must provide, at no cost to the City or using agency, copies of the referenced catalog(s) and price list(s).

F. DEFECTIVE PRODUCT

1. All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

G. ORDER QUANTITIES

1. The quantities ordered at any given time may vary based upon the usage at that time. The City cannot guarantee to order in industry-standard package quantities. For example, if an item is typically packaged in sets of 12, and if the City has a current need of only 5, the order will be placed for 5 each, and the Contractor must fill the order for 5.

H. PARTS INSPECTION

1. All parts provided from the Contractor's shop shall be inspected by the Fleet Services Superintendent, or their agent(s) upon receipt. Any parts determined by the City Representative to be unsuitable for service shall be returned to the contractor at no cost to the City.

I. SDS FOR HAZARDOUS SUBSTANCES

1. Contractor shall furnish Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.

J. USAGE REPORT

1. The Contractor shall provide an electronic copy of a usage report to the Department of Procurement on an annual basis (or at any time upon request). The report shall be provided 9 – 10 months into each term and shall provide complete information regarding the quantities of parts, unit pricing provided and total contract spend during the requested time period.

K. WARRANTY

1. Offeror shall warrant that all parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than the stated manufacturer's warranty of the specific part from the date the part is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

C.2. SERVICE REQUIREMENTS

A. LOCAL MAINTENANCE FACILITIES AND STOREFRONT

1. The product specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing facilities with sufficient inventory and trained personnel experienced in providing a quality product, as specified. All normally stocked items ordered during normal business hours, by phone or on-line, must be delivered within one (1) hour

after an order is placed. The City reserves the right to inspect contractor's facilities before final award and throughout the term of the contract for quality control.

B. CUSTOMER SUPPORT SERVICES

1. Offerors must have procedures in place regarding product replacements, returns, restocking charges, after sales support, out of stock tracking, order tracking, technical assistance and feedback, quality assurance for orders and drop shipments.

C. TECHNICAL TRAINING

1. Contractor must have the ability to provide on-site training to the City's parts staff and technicians. This training may be provided by the Contractor's qualified staff, by the product manufacturer, or by a third party.

D. OTHER SERVICES

1. Offers are encouraged to offer value-added services not included in above categories.

C.3. TECHNICAL REQUIREMENTS

A. PRODUCTS

1. Offerors must be able to provide service to a high demand municipal fleet consisting of approximately 2,500 units.
2. All products offered in response to this RFP shall be first line, professional grade products. Any Offeror that wishes to provide house brand or private label products as an alternate must provide evidence documenting how these products provide equivalency to a first line, professional grade product.
3. Offerors must also be able to provide, in their local inventory, product lines that cover a broad range of applications, from sedans, pickup trucks, service body trucks, dump trucks, water trucks, refuse collection trucks, ambulances, and fire apparatus to off-road equipment such as grounds keeping equipment, loaders, backhoes, motor graders and other off-road equipment.

B. ALTERNATE PRODUCT LITERATURE

1. Offerors submitting an offer for house brand or private label products shall submit a brochure or descriptive catalog giving detailed specifications of the proposed product being offered.

C. PRODUCT CATEGORIES INCLUDED

1. Product categories to be provided under this contract include, but are not limited to, the following:
 - a. Air Conditioning and Heater Parts.
 - b. Automotive Bearings and Seals.
 - c. Automotive Filters – air, engine oil, fuel, transmission, water, hydraulic, etc.
 - d. Brake Systems – pads, shoes, drums, rotors, calipers, wheel cylinders, master cylinders, etc.

- i. The City reserves the right to maintain a separate contract, if necessary, for valves, brake chambers, pads, shoes, rotors, drums, brake re-lining, etc. for heavy duty vehicles. The decision to maintain a separate contract shall rest solely with the City.
- e. Chassis Parts – also includes shock absorbers, power steering pumps, steering racks, steering gears, engine and transmission mounts, etc.
- f. Chemicals – brake fluid, power steering fluid, RTV sealants, thread lockers, etc.
- g. Cooling System Components – belts, hoses, clamps, caps (includes radiator, gas, oil filler), thermostats, water pumps, fan clutches, etc.
- h. Drivetrain Components – u-joints, yokes, clutches, drive shafts (front wheel drive), etc.
- i. Electrical Components – switches, fuses, circuit breakers, primary wire, battery cable, wiring terminals, senders, sensors, instrumentation, etc.
- j. Engine gaskets and engine repair parts.
- k. Ignition System Components – caps, coils, rotors, sensors, wire sets, etc.
- l. Lighting Components for Light and Heavy Duty Vehicles– miniature bulbs, headlamps, truck/trailer lighting (marker lights, stop/turn/tail assemblies and components, mounting components, etc.)
- m. Spark Plugs.
- n. Tire and Wheel Maintenance Components – tire repair items (cleaners, patches, cements, etc.), wheel weights, tire installation lubricant, wheel studs and nuts, etc.
- o. Wiper Blades.
- p. Service Line type products.

D. PARTS NOT INCLUDED

- 1. Products NOT to be provided under this contract include the following:
 - a. Hand Tools
 - b. Power tools
 - c. Any item not directly associated with the repair or maintenance of automobiles, medium or heavy duty trucks, small equipment, or off-road equipment.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Amendments to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant: A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the

solicitation number and the paragraph number of the provision that the question concerns. The Contract Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation Amendment. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer or posted as a formal solicitation Amendment will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://secure.procurenow.com/portal/tucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system. Submittal instructions and online bidding system can be found at the following link: <https://www.tucsonprocurement.com/>

NOTE: THE ENTIRE OFFER MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in “submitted” status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror’s submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City’s Business Services Department. Registration can be completed at <https://secure.procurenow.com/portal/tucson-az>.

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Price Proposal
- C. Qualifications and Experience

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SOLICITATION RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <https://secure.procurenow.com/portal/tucson-az>.

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>Method of Approach I of II REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: <i>The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:</i></p> <ul style="list-style-type: none"> • Offeror must provide a detailed written response illustrating how the products offered will meet the requirements of this solicitation. • Offerors shall provide the proposed product lines that will meet the requirements of this solicitation. • Offerors shall submit information that will aid the City in evaluating your proposal: product specification sheets, product brochures, product website addresses, etc. • Offerors submitting house brand or private label products must submit evidence that documents how these products provide equivalency to a first line, professional grade product. • Offerors submitting alternates "equals" or on the basis of exceptions to specific conditions of purchases and/or required specifications must be submit an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Detailed product or service literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the City will expect and require complete compliance with the specifications and conditions of purchase. <p>A. What are the store locations and store hours?</p> <p>B. What are the hours of delivery service?</p> <ol style="list-style-type: none"> 1. What is the number of delivery vehicles? 2. What is the size of your delivery staff? <p>C. What is your firm's average delivery time for in-stock items?</p>	<p>N/A</p>	<p>N/A</p>
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	<ul style="list-style-type: none">1. How will you achieve the one (1) hour delivery time requirement as stated in Section B. Service Requirements, paragraph 11?2. Is there a cut-off time for same-day delivery?D. What is the total number of line items?<ul style="list-style-type: none">1. What is the dollar value of your entire inventory?		
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<p>2.</p>	<p>Method of Approach II of II</p> <p>A. For each of your firm's individual store locations, state the number of items and dollar value of inventory.</p> <p>B. For each of your firm's individual store locations, what is the size of your professional counter staff ?</p> <p>C. Describe any order desks or specific order procedures that your firm has for your government or commercial customers</p> <p>1. Does your firm have staff dedicated to service government or commercial customers?</p> <p>D. Can your firm provide an annual usage report (Yes or No)?</p> <p>1. Describe how usage is tracked.</p> <p>2. How and when is it reported to the using agency?</p> <p>3. Can you break out the usage report by agency?</p> <p>E. What is your firm's out of stock and backorder policies?</p> <p>1. How will your firm ensure that backorders are tracked and filled correctly?</p> <p>F. What is your firms policy regarding clean-up of the City's dead-stock or obsolete merchandise?</p> <p>G. Describe any alternate ordering methods available, including on-line or internet methods.</p> <p>1. If internet ordering is available, provide screen shots of your ordering site or, if possible, provide the City with access to your ordering site.</p> <p>2. Can the internet ordering site be customized for this contract?</p> <p>H. Describe any training that your firm provides to customer technicians or parts staff.</p> <p>1. What is the training location?</p> <p>a. Customer site?</p> <p>b. Contractor site?</p>	<p>N/A</p>	<p>N/A</p>
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	<ul style="list-style-type: none"> c. Third party site? 2. What is the duration/length of training? 3. Is training provided at no cost? <ul style="list-style-type: none"> a. If not, please state the cost. 4. Is there a limit on training group sizes? I. AXIA: Provide a response to the national program. <ul style="list-style-type: none"> 1. Include a detailed response to Attachment, <i>Exhibit A, Axia Cooperative Response for National Cooperative Contract</i>. <ul style="list-style-type: none"> a. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative. 2. The successful offeror will be required to sign Attachment, <i>Exhibit B, Axia Cooperative Administration Agreement</i>. <ul style="list-style-type: none"> a. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the Axia Cooperative Administration Agreement. 3. The successful offeror will be required to fill out (in Attachment) <i>Exhibit G – Federal Funds Certification</i> and <i>Exhibit H – New Jersey Business Compliance</i> in its entirety. 		
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	<p>J. Value Added Services</p> <ol style="list-style-type: none"> 1. Describe any government rebate or government incentive programs applicable. 2. Describe how your firm will meet the monthly usage reporting criteria. <ol style="list-style-type: none"> a. Submit a sample report. 3. Please include any Value-Added Services that have not been listed in the Scope of Work. Services could include, but not limited to, additional inventory management, emergency preparedness services, etc. 		
3.	<p>Price Proposal Provide price proposal as requested on the Price Page attached herein. Complete Pricing for both, Fleet and Fire (both are included in single attachment titled, 226051 - Price Page).</p>	N/A	N/A

4.	<p>Qualifications & Experience</p> <p>A. Provide a general overview of your company, including the number of years in business, and number of employees.</p> <p>B. Identify your counter staff and other key personnel and the positions they will hold in the performance of services under this contract.</p> <p>C. Describe the level of qualifications and experience of your counter staff. Describe the level of qualifications and experience of your management staff.</p> <p>D. Provide resumes that demonstrate the qualifications and experience of key personnel.</p> <p>E. Provide a minimum of three (3) references for which your company has provided the same types of products (please include company name, address, contact person, phone number, and email address). References from other public agencies, particularly municipal governments, are preferred. You may include the City of Tucson if you are a current City contractor, however please include three additional references in addition to the City of Tucson.</p>	N/A	N/A
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G. SPECIAL TERMS AND CONDITIONS

G.1. COOPERATIVE PURCHASING

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that is registered with Axia Cooperative or has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative.

See http://www.tucsonprocurement.com/coop_partners.aspx and click on “Cooperatives” for a list of agencies that have Cooperative Purchasing Agreements with the City; see <http://www.mesaaz.gov/home/showdocument?id=23638> for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

G.2. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.3. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.4. SUBSTITUTE ITEMS

In the event that a product or model provided under the contract is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

- Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued model.

G.5. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of THREE (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to TWO (2) additional **one-year periods** or portions thereof.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

- A. Each Occurrence: \$1,000,000
- B. General Aggregate: \$2,000,000
- C. Products & Completed Operations Aggregate: \$2,000,000
- D. Personal and Advertising Injury: \$1,000,000
- E. Blanket Contractual Liability: \$1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

H.4. Worker's Compensation. Policy must have coverage limits no lower than:

Policy must have coverage limits no lower than:

- A. Per Occurrence: Statutory
- B. Employer's Liability: \$1,000,000
- C. Disease Each Employee: \$1,000,000
- D. Disease Policy Limit: \$1,000,000
- E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Policy Change Notice

Contractor will give the City 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.6. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.7. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.8. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.9. Verification of Coverage

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.
- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.10. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.11. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.12. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
- C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT AMENDMENTS; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any amendments, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal amendment or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all Amendments to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted

by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

- A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.
- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license.

J.3. Credit Card Payment

Will payment be accepted via commercial credit card?

- Yes
- No

If yes, can commercial payment(s) be made online?

- Yes
- No
- N/A

Will a third party be processing the commercial credit card payment(s)?

- Yes
- No
- N/A

If yes, indicate the percentage per transaction _____ (as allowable, per Section 5.12.2 of the MasterCard Transaction Processing Rules).

If "no" to above, will consideration be given to accept the card?

- Yes
- No
- N/A

J.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 20_____

This _____ day of _____ 20_____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not

PRICE PAGE - TUCSON, FLEET (continued)

PRODUCT CATEGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED <i>(Select and State the Discount Percentage)</i>		PRICING MATRIX <i>(Select one)</i>			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
IGNITION SYSTEM PARTS	IGNITION COIL 5.4L '06 F350								
	COIL PACK 3.0L '05 RANGER								
	IGNITION COIL 4.6L '07 CROWN VICTORIA								
LIGHT & HEAVY DUTY AUTOMOTIVE LIGHTING PARTS	LAMP TYPE 9006								
	LAMP TYPE H6054								
	LAMP TYPE H4656								
AUTOMOTIVE SPARK PLUGS	'07 CROWN VICTORIA 4.6L								
	'06 F150 4.2L								
	'04 CHEVY 4500 6.0L								
TIRE & WHEEL MAINTENANCE COMPONENTS	VALVE STEM MILTON 413 OR EQUIVALENT								
	TRUCK VALVE STEM MILTON 486 OR EQUIVALENT								
	TIRE LUBRICANT MYERS 46653 OR EQUIVALENT								
VEHICLE WIPER BLADES	22" J-HOOK								
	19" J-HOOK								
	18" J-HOOK								
SERVICE LINE TYPE PRODUCTS	HI-TEMP GREASE #2 RED LITHIUM								
	MULTI-PURPOSE LUBRICANT CRC POWER LUBE OR EQUIVALENT								
	SILICONE SPRAY								
SUB TOTAL - FLEET									

NOTE: (Use Additional Pages as Necessary)

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PRICE PAGE - TUCSON, FIRE (continued)

PRODUCT CATEGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED <i>(Select and State the Discount Percentage)</i>		PRICING MATRIX <i>(Select one)</i>			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
COOLING SYSTEM BELTS / COOLANT / PUMPS	SERP BELT 10 RIB GREEN SPEC ≥ 5100540HD NAPA								
	SERP BELT FOR CUMMINS GREEN SPEC ≥ 25080859HD NAPA								
	SERP DRIVE BELT GREEN SPEC ≥ K080860HD GATES								
	PIERCE AC BELTS SPEC ≥ 17570 DAYCO HD V-BELT REQUIRES EXACT LENGTH PAIRS								
	DODGE 5500 AUX A/C BELT SPEC ≥ E040357 DAYCO STRETCH FIT								
	RED PREMIX COOLANT ELC NF SHELL ROTELLA 550041810								
	MOPAR COOLANT OAT 10YR 150K SPEC ≥ 68163848-AB, CASE PRICE								
DRIVETRAIN COMPONENTS	8" U-JOINT, 4 PLATE SEVERE DUTY ≥ NEAPCO 6-0281								
	6.5" U-JOINTS SEVERE DUTY ≥ NEAPCO 6-0675								
	6.5" U-JOINTS SEVERE DUTY ≥ NEAPCO 5-0280								
ENGINE REPAIR PARTS	FAN CLUTCH ASSY ≥ KIT MASTER 8001X								
	FORD WATER PUMP 6.0L ≥ FORD 4C3Z-8501-AC								
	PIERCE A/C BELT TENSIONER ≥ GATES 38630								
TRUCK OIL FILTERS	CUMMINS ISL OIL FILTER SPECS ≥ WIX 51748XD								
	FORD 6.0L AND 6.4L OIL SPECS ≥ FORD FL-2016								
	DETROIT DIESEL OIL SPECS ≥ WIX 51971								
	DETROIT SERIES 40 OIL SPECS ≥ WIX 51799								
	FORD 7.3L OIL FILTER SPECS ≥ FORD FL-1995								
	INTERNATIONAL MAXFORCE OIL SPEC ≥ WIX 57744XD								
	CATERPILLAR OIL FILTER SPEC ≥ WIX 51791XE								
	CUMMINS X-12, X-15 OIL SPEC ≥ WIX WL10107								
	DODGE RAM 6.7L OIL SPEC ≥ MOPAR 05083285-AA								
	DETROIT DIESEL OIL SPEC ≥ WIX 51970								

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PRICE PAGE - TUCSON, FIRE (continued)

PRODUCT CATAGORIES	PART ITEM	BRAND / TYPE	DISCOUNT OFFERED <i>(Select and State the Discount Percentage)</i>		PRICING MATRIX <i>(Select one)</i>			Date of Current Price List	UNIT PRICE
			COST PLUS %	DISCOUNT OFF LIST %	JOBBER	MSRP	COST		
TRUCK FUEL FILTERS	CUMMINS ISL FUEL FILTER SPECS ≥ FLEETGUARD FF5488								
	CUMMINS FUEL SECONDARY SPECS ≥ FLEETGUARD FF5636								
	FORD 6.0 FUEL SPECS ≥ FORD FD-4616								
	CUMMINS ISL9 FUEL FILTER SPECS ≥ FLEETGUARD FS1098								
	CUMMINS ISL9 FUEL FILTER SPEC ≥ FLEETGUARD FF63054NN								
	CATERPILLAR FUEL FILTER 8710 SPEC ≥ CAT 1R-0751								
	DETROIT DIESEL FUEL FILTER SPEC ≥ WIX 33403								
TRUCK MISC FILTERS	CUMMINS ISL COOLANT SPECS ≥ FLEETGUARD WF2071								
	DETROIT COOLANT SPECS ≥ PENRAY NF2088SM								
	DODGE WATER SEPERATOR CUMMINS 6.7 L SPECS ≥ DODGE 68197867								
	ALLISON TRANSMISSION SPECS ≥ ALLISON 29558329								
	8711 CUMMINS COOLANT SPEC ≥ FLEETGUARD WF 2077								
	CUMMINS ISL COOLANT SPEC ≥ FLEETGUARD WF 2071								
	CUMMINS WATER SEPARATOR SPEC ≥ FLEETGUARD FS 1065								
SMALL EQUIPMENT SPARK PLUGS	≥ AUTOLITE COPPER 63, 3924, 2974								
	≥ NGK CMR6H 3365								
	≥ CHAMPION 327 RL87YC								
VEHICLE WIPER BLADES	ANCO 31-22								
	TRICO 63-201-20"								
	ANCO 31-20								
LAMPS AND BULBS	SYLVANIA SILVERSTAR SPEC ≥ H4656ST PREFERED								
	AMBER 2 DIODE LED TRUCKLITE 35200Y								
	PERIMETER STEP LAMP TRUCKLITE 40203								
	STEP WELL LAMP GROTE 60351								
	PATIENT COMPARTMENT BULB 15W G.E. 56GJ81								
RADIATOR CAPS	MOTORAD SPEC ≥ T13 10229								
	MOTORAD SPEC ≥ T20-10235								
	MOPAR OEM 21 PSI 68442532-AA								
	INTERNATIONAL OEM 15PSI SPEC ≥ 3578833C3								
SUB TOTAL - FIRE									

NOTE: (Use Additional Pages as Necessary)

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Company Name

Name: _____

Address

Title: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

E-mail: _____

Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Awarded:

This _____ day of _____ 20____

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not

ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by
Axia Cooperative

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Axia Cooperative Exhibit A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Axia Cooperative Exhibit B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

Axia Cooperative Exhibit C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Axia Cooperative Exhibit D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Axia Cooperative Exhibit E – AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

Axia Cooperative Exhibit F – AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Axia Cooperative Exhibit G – FEDERAL FUNDS CERTIFICATIONS

Axia Cooperative Exhibit H – NEW JERSEY BUSINESS COMPLIANCE (optional)

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE
CONTRACT

AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

1.1 Requirement

The City of Tucson, (hereinafter defined and referred to as "Lead Procurement Agency"), on behalf of itself and the Axia Coop LLC (or "Axia Cooperative"), is requesting proposals for Aftermarket Automotive and Heavy-Duty Vehicle Parts. The intent of this Request for Proposal is that any contract between Lead Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The Lead Procurement Agency has executed a Lead Procurement Agency Certificate with Axia Cooperative (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Registration with Axia Cooperative as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Procurement Agency will be the same as that available to Participating Public Agencies through Axia Cooperative.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither Axia Cooperative, any Lead Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on Axia Cooperative's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through Axia Cooperative.

These requirements are incorporated into and are considered an integral part of this RFP. Axia Cooperative reserves the right to determine whether or not to make the Master Agreement awarded by the Lead Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement Axia Cooperative intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The Axia Cooperative marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The Axia Cooperative sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The Axia Cooperative contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers of authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of [REDACTED] of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100mm annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

anticipated to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Axia Cooperative.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through Axia Cooperative's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as an actively marketed offering available to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Lead Procurement Agency and Axia Cooperative designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement to public agencies and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Axia Cooperative nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Axia Cooperative in accordance with the Axia Cooperative Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of salespersons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as an offering to Public Agencies for your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as a public sector sales offering within 10 days of award
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the Axia Cooperative team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - vii. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
 - Axia Cooperative standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Lead Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to Axia Cooperative's website, including the online registration page;

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- A dedicated telephone number and email address for Axia Cooperative.
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through Axia Cooperative. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by Axia Cooperative. All sales materials are to use the Axia Cooperative logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Lead Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through Axia Cooperative
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
 - i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE
CONTRACT

- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to Axia Cooperative).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to Axia Cooperative under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to Axia Cooperative).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ____ day of ____ 20__, between Axia Coop LLC (“Axia Cooperative”), and _____ (“Supplier”).

Recitals

WHEREAS, the _____ (the “Lead Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

WHEREAS, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

WHEREAS, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

WHEREAS, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

Definitions

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An “Administrative Fee” shall be defined and due to Axia Cooperative from Supplier in the amount of [REDACTED] (“Administrative Fee Percentage”) multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“Contract Sales”). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency’s Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit _ (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution identified in Exhibit _. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative’s reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative’s costs and expenses related to such audit.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between Axia Cooperative and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

- A. Axia Coop LLC
 - i. Attn: Ken Heckman, Founder & CEO
 - ii. 348 Julianna Circle, Franklin, TN 37064
- B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

Signature

Name

Title

Date

AXIA COOP LLC

Signature
Ken Heckman

Name
Founder & Chief Executive Officer

Title

Date

EXAMPLE

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Procurement Agency Certificate (“**Lead Procurement Agencies**”) with Axia Coop LLC (“**Axia Cooperative**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing program administered by Axia Cooperative by either registering on a Axia Cooperative website (www.axiacoop.org), or by executing a copy of this Agreement.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Lead Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Procurement Agencies through Axia Cooperative and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

6. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOP LLC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT OR MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT AXIA COOPERATIVE SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT.
10. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 – 10 hereof shall survive any such termination.
11. This Agreement shall take effect upon (i) execution of the Lead Procurement Agency Certificate, or (ii) the registration on the Axia Cooperative website or the execution of this Agreement by a Participating Public Agency, as applicable.

**AXIA COOP LLC EXHIBITS
EXHIBIT D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY
CERTIFICATE, EXAMPLE**

LEAD PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Lead Procurement Agency (as defined below) for Axia Coop LLC (“Axia Cooperative”), The City of Tucson agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Lead Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of the City of Tucson (“Lead Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Axia Cooperative.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, The City of Tucson

Signature

Name

Title

Date

EXAMPLE

AXIA COOP LLC EXHIBITS
EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Axia Cooperative and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

NATIONWIDE REQUIREMENTS

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

CERTAIN PUBLIC AGENCIES AND POLITICAL SUBDIVISIONS:

CITIES, TOWNS, VILLAGES AND BOROUGHS

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF BAKER, OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR

CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COQUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

CITY OF FOREST GROVE, OR CITY OF GOLD HILL,
OR CITY OF GRANTS PASS, OR CITY OF GRESHAM,
OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF
KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR CITY OF LEBANON,
OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD,
OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH
PLAINS, OR CITY OF OREGON CITY, OR CITY OF
PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF
POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR
CITY OF REEDSPORT, OR CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR CITY OF ROSEBURG,
OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR CITY OF SHERWOOD,
OR CITY OF SHREVEPORT, LA CITY OF
SILVERTON, OR
CITY OF SPRINGFIELD, OR CITY OF ST. HELENS,
OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR
CITY OF WALKER, LA CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY OF WILSONVILLE,
OR CITY OF WINSTON, OR CITY OF WOODBURN,
OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT
ALTA, UT ALTAMONT, UT ALTON, UT AMALGA,
UT
AMERICAN FORK CITY, UT ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT BALLARD, UT
BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT
BIG WATER, UT BLANDING, UT BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE
CANYON CITY, UT CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF
CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL
VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON,
UT CLAWSON, UT CLEARFIELD, UT CLEVELAND,
UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK
RIDGE, UT

ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT
ENOCH, UT ENTERPRISE, UT EPHRAIM, UT
ESCALANTE, UT EUREKA, UT FAIRFIELD, UT
FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT
FAYETTE, UT FERRON, UT FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND,
UT GENOLA, UT GLENDALE, UT GLENWOOD, UT
GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT
GUNNISON, UT HANKSVILLE, UT HARRISVILLE,
UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT
HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT
HIDEOUT, UT HIGHLAND, UT HILDALE, UT
HINCKLEY, UT HOLDEN, UT HOLLADAY, UT
HONEYVILLE, UT HOOPER, UT HOWELL, UT
HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT
HYRUM, UT INDEPENDENCE, UT IVINS, UT
JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT
KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT
KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT
LA VERKIN, UT LAYTON, UT
LEAMINGTON, UT LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT MAPLETON,
UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT
MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT
MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT
NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT
NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT
ORANGEVILLE, UT ORDERVILLE, UT OREM, UT
PANGUITCH, UT PARADISE, UT PARAGONAH, UT
PARK CITY, UT PAROWAN, UT PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO,
UT RANDOLPH, UT REDMOND, UT
RICHFIELD, UT RICHMOND, UT RIVERDALE, UT
RIVER HEIGHTS, UT RIVERTON CITY, UT
ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

SALT LAKE CITY CORPORATION, UT SANDY, UT SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT SCOFIELD, UT SIGURD, UT SMITHFIELD, UT SNOWVILLE, UT CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT SPANISH FORK, UT SPRING CITY, UT SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT TORREY, UT TREMONTON CITY, UT TRENTON, UT TROPIC, UT UINTAH, UT VERNAL CITY, UT VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT WEST VALLEY CITY, UT WILLARD, UT WOODLAND HILLS, UT WOODRUFF, UT WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR CURRY COUNTY, OR
DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA JOSEPHINE COUNTY GOVERNMENT, OR LAFAYETTE CONSOLIDATED GOVERNMENT, LA LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFORCHE PARISH, LA KAUAI COUNTY, HI KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN

COUNTY, OR LIVINGSTON PARISH, LA MALHEUR COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR UMATILLA COUNTY, OR
UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74 HOUSING
AUTHORITY OF PORTLAND ILLINOIS VALLEY
FIRE DISTRICT LAFAYETTE AIRPORT
COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION MELHEUR
COUNTY JAIL, OR METRO REGIONAL
GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR OREGON
COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION ROGUE
VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT
TAMMANY FIRE DISTRICT 4, LA SALEM MASS
TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON
SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA
HIGH SCHOOL, LA BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO
PARISH SCHOOL DISTRICT CALCASIEU PARISH
SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE
SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT

CENTRAL CATHOLIC HIGH SCHOOL CENTRAL
POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL
DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS
SCHOOL DISTRICT 509J COUNTY OF YAMHILL
SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS
SCHOOL DISTRICT DAYTON SCHOOL DISTRICT
NO.8 DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT GEORGE
MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON
SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY
SCHOOL DISTRICT KLAMATH FALLS CITY
SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J LANE
COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY
SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT LOST
RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL
DISTRICT NO.71 MARION COUNTY SCHOOL
DISTRICT MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR MCMINNVILLE
SCHOOL DISTRICT NOAO MEDFORD SCHOOL
DISTRICT 549C MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J MORROW
COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY MYRTLE
PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC
SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13 NORTH
CLACKAMAS SCHOOL DISTRICT NORTH
DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY
SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-
TALENT SCHOOL DISTRICT NOA PLEASANT HILL
SCHOOL DISTRICT PORTLAND JEWISH ACADEMY

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

PORTLAND PUBLIC SCHOOLS RAPIDES PARISH
SCHOOL DISTRICT REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT ROSEBURG
PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT
1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS
SCHOOL DISTRICT 4J SOUTH LANE SCHOOL
DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN
SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT THE
CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA
MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT BAER
CANYON HIGH SCHOOL FOR SPORTS & MEDICAL
SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT BEAVER
SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT CBA CENTER,
UT
CACHE SCHOOL DISTRICT, UT CANYON RIM
ACADEMY, UT CANYONS DISTRICT, UT CARBON
SCHOOL DISTRICT, UT CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT CITY
ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT DAVINCI
ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT DUCHESNE
SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT ENTHEOS
ACADEMY, UT EXCELSIOR ACADEMY, UT FAST
FORWARD HIGH, UT FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT GATEWAY
PREPARATORY ACADEMY, UT GEORGE
WASHINGTON ACADEMY, UT GOOD
FOUNDATION ACADEMY, UT GRAND SCHOOL
DISTRICT, UT
GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT ITINERIS EARLY
COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT JORDAN
DISTRICT, UT
JUAB SCHOOL DISTRICT, UT KANE SCHOOL
DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT LIBERTY
ACADEMY, UT
LINCOLN ACADEMY, UT LOGAN SCHOOL
DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT MONTICELLO
ACADEMY, UT MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT MURRAY
SCHOOL DISTRICT, UT NAVIGATOR POINTE
ACADEMY, UT NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT NORTH
STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY
CHARTER SCHOOL, UT OGDEN PREPARATORY
ACADEMY, UT OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT PINNACLE
CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT
, UT PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT QUAIL RUN
PRIMARY SCHOOL, UT QUEST ACADEMY, UT
RANCHES ACADEMY, UT REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT RICH SCHOOL
DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT SALT
LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION,
UT SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL
DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH
SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT
SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE
ARTS ACADEMY, UT THOMAS EDISON - NORTH,
UT
TIMPANOGOS ACADEMY, UT TINTIC SCHOOL
DISTRICT, UT TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

UINTAH RIVER HIGH , UT UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

FEDERAL FUNDS CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

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

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- D. 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 CFR Part 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each 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.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- E. 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**

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 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).**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING
FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND
CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R.
§200.322**

Participating Agency 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 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror’s personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name

Address, City, State, and Zip Code

Phone Number

Fax

Printed Name and Title of Authorized Representative

Email Address

Signature of Authorized Representative

Date

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

New Jersey Business Compliance

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact Axia Cooperative's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)**

DOC #1 - STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization

Organization Address

PART I

CHECK THE BOX THAT REPRESENTS THE TYPE OF BUSINESS ORGANIZATION:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

PART II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)**

PART III

**DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,
PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

PART IV
CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the [name of contracting unit] is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with [type of contracting unit] to notify the [type of contracting unit] in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the [type of contracting unit] to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)**

DOC #2 – NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to

before me this day

Signature

_____, 20__

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

DOC #3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Name of Organization

Street

City, State, Zip Code

PROPOSAL CERTIFICATION

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

REQUIRED AFFIRMATIVE ACTION EVIDENCE:

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

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

PUBLIC WORK – OVER \$50,000 TOTAL PROJECT COST:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

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

Date

Authorized Signature and Title

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

P.L. 1995, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Signature of Procurement Agent

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

DOC #4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

CONTRACTOR INSTRUCTIONS

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

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

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

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

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

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)**

**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL
CONTRIBUTION DISCLOSURE – N.J.S.A. 19:44A-20.26**

County Name

State: Governor, and Legislative Leadership Committees

Legislative District #: *(State Senator and two members of the General Assembly per district)*

County Freeholders

County Clerk

County Sherriff

County Executive

Surrogate

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY
TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE
FORM.**

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)**

DOC #5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business

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

OR

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

Check the box that represents the type of the organization:

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

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

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

DOC #6 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN IRAN

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

DOC #7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

DOC #8 – EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Signature

Printed Name and Title

Date

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

DOC #9 – MACBRIDE-PRINCIPLES FORM



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

Bid Solicitation #: _____

Vendor / Bidder: _____

**VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN
COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND
ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

Check the appropriate box:

The Vendor/Bidder has no business operations in Northern Ireland;

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE (optional)

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Printed Name and Title

Date

5. Certification of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Tricia Smith	
	PHONE (A/C. No. Ext): 515-309-6218	FAX (A/C. No):
E-MAIL ADDRESS: tricia_smith@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : James River Insurance Company		12203
INSURER B : EMC Insurance Companies		21415
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Elliott Auto Supply Co., Inc. dba
 Factory Motor Parts
 1380 Corporate Center Curve, Suite 200
 Eagan MN 55121-1200

COVERAGES

CERTIFICATE NUMBER: 217096699

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> DED. 100K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	2D39543	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Property Damage \$ 1,000,000
B B B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2I39543 2E39543 2G39543 2T39543 2Z39543	11/15/2022 11/15/2022 11/15/2022 11/15/2022 11/15/2022	11/15/2023 11/15/2023 11/15/2023 11/15/2023 11/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded Comp/Collision \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			2J39543	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2N39543 2P39543 2M39543 2L39543 2R39543	11/15/2022 11/15/2022 11/15/2022 11/15/2022 11/15/2022	11/15/2023 11/15/2023 11/15/2023 11/15/2023 11/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Statutory E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	GARAGE LIABILITY Excess Umbrella			2E39543 00109770-2	11/15/2022 11/15/2022	11/15/2023 11/15/2023	Auto Only- Ea Acc \$500,000 Other Than - Ea Acc \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Elliott Auto Supply Co., Inc. inclusive of Factory Motor Parts and Splash Products

RE: RFP171643 New Vehicle Batteries and Related Supplies. The City of Tucson is included as Additional Insured under the General Liability policy per form CG2015 (04/13) and Auto Liability policy per form CA7270 (03/07) as per written contract requirement pursuant to and subject to the policy's terms, definitions, conditions, and exclusion. Waiver of Subrogation applies to the additional insured as respects to the General Liability policy per form CG7555 (4/13) and Auto Liability policy per form CA0444 (10/13) policies, pursuant to and subject to the policy's terms when required in a written contract or agreement. The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.

CERTIFICATE HOLDER**CANCELLATION**

City of Tucson 255 W Alameda Tucson AZ 85726-7210 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **PHYSICAL DAMAGE COVERAGE** is provided by this coverage form for an "auto" you own, the Physical Damage Coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

E. SUBSIDIARIES AS INSURED

SECTION II – LIABILITY COVERAGE, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

F. COVERAGE EXTENSIONS – SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

G. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of paragraph B. **Exclusions** in **SECTION II LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

H. PHYSICAL DAMAGE – TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

I. LOCKSMITH SERVICES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

J. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss."
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto."

K. AUDIO, VIDEO, AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **Paragraph A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**

1. We will pay with respect to a covered "auto" "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in or upon the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in or upon the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respect to a covered "auto" "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.

2. In addition to the following exclusion, the exclusions that apply to **PHYSICAL DAMAGE COVERAGE** also apply to the coverage provided by this extension, except for the exclusion relating to audio, visual and data electronic equipment.

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

- a. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- b. Both:
 - (1) An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - (2) Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. With respect to coverage under this extension of coverage, the following is added to the **Limit Of Insurance** provision of **SECTION III PHYSICAL DAMAGE COVERAGE**.
 - a. The most we will pay for all "loss" for any electronic equipment that reproduces, receives, or transmits audio, visual or data signals and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind or quality, subject to a limit of \$5,000. A \$250 deductible will apply.

L. HIRED AUTO PHYSICAL DAMAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- (4) The insurance provided under this provision is excess over any other collectible insurance

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

M. AUTO LOAN OR LEASE COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE SECTION** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - c. Security deposits not returned by the lessor;

- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. PERSONAL PROPERTY OF OTHERS

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

O. PERSONAL EFFECTS COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, video, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

P. EXTRA EXPENSE FOR STOLEN AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

Q. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **PHYSICAL DAMAGE COVERAGE** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

R. AIRBAG COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

S. NEW VEHICLE REPLACEMENT COST

The following is added to **Paragraph C. Limit of Insurance** of **SECTION III – PHYSICAL DAMAGE COVERAGE**

In the event of a total loss to your "new covered auto" of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a "new covered auto" is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

T. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

U. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

V. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties in the Event of Accident, Claim, Suit or Loss is amended by adding the following:

- d. Your obligation to notify us promptly of an "accident," claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident," claim, "suit" or "loss."

W. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of paragraph **A. Loss Conditions** of **SECTION IV BUSINESS AUTO CONDITIONS** is deleted in its entirety and replaced with the following.

5. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

X. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

SECTION IV – BUSINESS AUTO CONDITIONS, B.2. Concealment, Misrepresentation, or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Y. MENTAL ANGUISH

SECTION V – DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

Z. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN
CONTRACT WITH YOU**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you have agreed in a written contract that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of:
- a. your ongoing operations for the additional insured; or
 - b. "Your work" for the additional insured and included in the "products – completed operations hazard" but only if:
 - (1) A written contract requires you to provide such coverage to such additional insured; and
 - (2) The coverage form to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- B.** The insurance provided to these additional insureds under this endorsement applies only:
1. If the "bodily injury", "property damage" or "personal and advertising injury" takes place subsequent to the execution of such written contract; and
 2. While such written contract is in force.
- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
1. This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural, engineering or surveying activities.
 2. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on the behalf of the additional insured.

However, if a written contract requires you to defend or indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to what is required in such written contract.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage form.
- D.** The Limits of Insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract, whichever is lower. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- E.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract requires that this insurance be noncontributory.
- F.** All other terms and conditions of this policy remain unchanged.