



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	<i>Omnia Partners / Prince William County Public Schools</i>
2. Contractor:	<i>Advance Stores Incorporated, dba Advance Auto Parts</i>
3. Cooperative Agency Agreement Name and Agreement Number:	<i>Automotive Parts & Accessories for Light, Medium and Heavy Duty Vehicles and Related Products & Services Executive Summary, contract #R-LD-23013-01</i>
4. Cooperative Agency Initial Agreement Term:	Start Date: <i>October 5, 2023</i> End Date: <i>October 31, 2028</i>
5. Cooperative Agency's Agreement-Options to extend:	<i>Option to renew for two (2) additional two-year periods through October 31, 2032</i>
6. Cooperative Agency Amended Term:	<i>NA</i>
7. Cooperative Agency Remaining Options to Renew:	<i>(2) Two year terms remaining</i>
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: <i>TBD</i> End Date: <i>October 31, 2028</i>
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$1,200,000 for the term of the Agreement. <i>(an estimated average from 2023 and 2024 spending multiplied by (9) years.</i>

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced *Automotive Parts & Accessories for Light, Medium and Heavy Duty Vehicles and Related Products & Services Executive Summary, contract #R-LD-23013-01* ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through to October 31, 2028, unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Contractor shall provide indemnification only to the extent that it receives indemnification from the manufacturer.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for *Automotive Parts & Accessories for Light, Medium and Heavy Duty Vehicles and Related Products & Services* available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed Not to Exceed \$1,200,000 for the term of the Agreement for the purchase of *Automotive Parts & Accessories for Light, Medium and Heavy Duty Vehicles and Related Products & Services*. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding

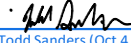
Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

**ADVANCE STORES INCORPORATED dba
ADVANCE AUTO STORES**

Harry Black, City Manager

By: 

Todd Sanders (Oct 4, 2024 09:57 EDT)
Signature

Date: _____

Todd Sanders
Print name

ATTEST:

Title: SVP Professional

Katherine Roland CMC, CPMC,
Interim City Clerk

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

APPROVED AS TO FORM:

By: _____
Signature

Lori Asuncion, City Attorney

Print name

Title: _____






2024 City of Stockton piggyback only FINAL.docx

Final Audit Report

2024-10-04

Created:	2024-10-03
By:	aidan toland (aidan.toland@advance-auto.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXbjfcGj0JkkBGVROLnR0eve3HUbeNAb

"2024 City of Stockton piggyback only FINAL.docx" History

-  Document created by aidan toland (aidan.toland@advance-auto.com)
2024-10-03 - 12:10:49 PM GMT
-  Document emailed to Todd Sanders (todd.sanders@advance-auto.com) for signature
2024-10-03 - 12:11:22 PM GMT
-  Email viewed by Todd Sanders (todd.sanders@advance-auto.com)
2024-10-04 - 1:57:11 PM GMT
-  Document e-signed by Todd Sanders (todd.sanders@advance-auto.com)
Signature Date: 2024-10-04 - 1:57:23 PM GMT - Time Source: server
-  Agreement completed.
2024-10-04 - 1:57:23 PM GMT



October 5, 2023

Sent via email: laura.payne@advance-auto.com

Advance Stores Company Inc. dba Advance Auto Parts
 4200 Six Forks Road
 Raleigh, NC 27609

Reference: Request for Proposal, # R-LD-23013, Automotive Parts and Accessories for Light, Medium, Heavy-Duty Vehicles and Related Products and Services

Acceptance Agreement R-LD-23013-01

This Acceptance Agreement R-LD-23013-01 indicates a contract award between Prince William County Schools (PWCS) (as Lead Agency for OMNIA Partners) and Advance Stores Company Inc. dba Advance Auto Parts (Contractor) for its entirety for RFP# R-LD-23013 Automotive Parts and Accessories for Light, Medium, Heavy-Duty Vehicles and Related Products and Services on an as-needed basis from the date of PWCS signature on this Acceptance Agreement through October 31, 2028, with the option to renew for two (2) additional two-year periods.

This Acceptance Agreement shall consist of the following contract documents and in the event of a conflict between or among the contract documents, the documents are listed in the order of precedence as follows:


1. This signed Acceptance Agreement, and contract modifications and/or renewals hereafter;
2. Contractor's Negotiation and Best and Final Offer letter dated August 4, 2023;
3. RFP # R-LD-23013, Automotive Parts and Accessories for Light, Medium, Heavy-Duty Vehicles and Related Products and Services dated May 24, 2023 and Addendum #1 dated June 14, 2023;
4. Contractor's Certificate of Insurance (COI) and provided to PWCS annually and/or as updated;
5. Memorandum of Negotiations, Attachment A;
6. Contractor's Proposal Response dated June 26, 2023.

Please note this is an indefinite quantity contract. Authorized individuals will place orders via purchase order for specific goods covered by this contract as requirements arise. All questions regarding this contract should be directed to the Contract Administrator, Lesley Dean at 703-791-8740 or email at DeanLM@pwcs.edu.

**Advance Stores Company Inc.
 dba Advance Auto Parts**


 Todd Sanders (Oct 5, 2023 14:45 EDT)
 Legally Authorized Signature
 Todd Sanders, SVP Strategic Accounts
 Printed Name
 Sept 28, 2023
 Date
 954-383-2369
 Telephone:
laura.payne@advance-auto.com
 Email

Prince William County Public Schools


 Colleen Keener, CPPB, CPCP, VCO, VCA
 Supervisor of Purchasing
 October 5, 2023
 Date

PURCHASING OFFICE

ATTACHMENT A

Negotiation Letter
Clarifier Points, Best and Final Offer
RFP #: R-LD-23013

Automotive Parts & Accessories for Light, Medium, Heavy-Duty Vehicles & Related Products and Service

BEST AND FINAL OFFER (BAFO Percentage Discount)

Include any enhancements/updates to the proposal and explain all other anticipated costs that you are submitting as part of this BAFO. The changes would be made to Attachment A, Tab 7: Products and Pricing as included in your original proposal response.

Description/Manufacture/Category (please use additional pages, if needed)	Percentage Discount
Automotive Filters	67 %
Tools & Equipment	35 %
All other items sold by Advance.	50 %
Please provide any additional considerations. Add additional pages, if needed. _____ _____ _____ _____ _____ _____	

Full Legal Name of Offeror: Advance Stores Company Incorporated dba Advance Auto Parts
 (PRINT/TYPE)

Authorized Signature: 
Todd Sanders (Aug 15, 2023 2:18 EDT)

Date: August 15, 2023 Todd Sanders, SVP Strategic Accounts

RETURN NO LATER than August 7, 2023, by 2:00 pm EST.
BEST AND FINAL OFFER: R-LD-23013



4200 Six Forks Road
Raleigh, NC 27609

Response to PWCS RFP #: R-LD-23013



Title: Automotive Parts and Accessories for Light, Medium, Heavy Duty
Vehicles and Related Products and Services
Sealed Bid Due Date: June 27, 2023 @ 2:00 pm EST

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Tab 8 – Proprietary Information and Exceptions

Tab 9 – Other Information

Tab 1 – Title Sheet, Signed Addendum and Executive Summary



ISSUE DATE: May 24, 2023	REQUEST FOR PROPOSAL #: R-LD-23013	TITLE: Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Products and Services
Prince William County Public Schools on behalf of Itself and Members of Omnia Partners	CLOSING DATE/TIME: June 27, 2023 @ 2:00 p.m. ET	CONTRACT ADMINISTRATOR: Lesley Dean

PROPOSALS SHALL BE SUBMITTED VIA EMAIL: The proposals shall be submitted electronically to the e-mail address at purchasing@pwcs.edu. In addition, a copy shall be sent to the email address of the buyer issuing this solicitation, DeanLM@pwcs.edu. Proposals must be received, and time stamped **no later than 2:00 p.m. ET, June 27, 2023. The time stamp shall be determined by the time of the electronic receipt to the PWCS email at purchasing@pwcs.edu.** Offerors are responsible for ensuring that the PWCS Purchasing Office receives their proposal submission by the deadline indicated. **Offerors should be aware of the limitations for electronic file size could be up to 25-34 MB for sending/receipt of file attachments.**

In the subject of the email, you must insert the solicitation number and title of the proposal, "**RFP R-LD-23013-Automotive Parts**". Failure to provide the submission as instructed may be cause for rejecting the proposal submitted. **Proposals received after the stated due date and time shall not be considered.**

A Non-Mandatory Pre-Proposal Conference WILL be held for this procurement. Refer to Section 3 Virtual Only Non-Mandatory Pre-Proposal Conference.

All questions/requests for information shall be submitted by email to purchasing@pwcs.edu and Lesley Dean, Buyer, Purchasing (DeanLM@pwcs.edu). In the subject of the email, you must insert "**Questions: RFP R-LD-23013-Automotive Parts**". To be assured consideration, questions must be received no later than 4:00 p.m. ET, June 9, 2023. After reviewing any questions/requests submitted, the PWCS Purchasing Office may issue an addendum to respond to items it deems necessary. Changes to this RFP will be made only by written addendum issued by the PWCS Purchasing Office. Any addenda will be posted to the Commonwealth of Virginia, eVA website at <https://mvendor.cqieva.com/Vendor/public/AllOpportunities.jsp>. **It is the responsibility of the Offeror to visit the website for addendum postings.**

OFFEROR ACKNOWLEDGEMENT:

Addendum No. 1 Date: 6-14-23 Addendum No. _____ Date: _____
Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

Information the Offerors deem proprietary is to be included on the Proprietary Information Form, see Attachment D. This form shall be included in (TAB 8) of the proposal response. See Submission of Proprietary Information, Section 7.6 for additional information.

Proprietary Information Enclosed: _____ YES NO

All proposed exceptions to this RFP, and any proposed changes to the contract terms and conditions, are to be included on Attachment E. This form shall be included in (TAB 8) of the proposal response. See Submission of Proposed Exceptions, Section 7.8 for additional information.

Proposed Exceptions to the RFP: YES NO

Company Name (Print): Advance Stores Company Incorporated dba Advance Auto Parts

R-LD-23013

REQUEST FOR PROPOSALS TITLE PAGE - TWO

In compliance with this RFP and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this RFP. Type or print the requested information, below, and sign.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to PWCS, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to PWCS, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with PWCS. **My signature confirms that I have read and understand the General Terms and Conditions are a part of any negotiated contract.**

VIRGINIA STATE CORPORATION COMMISSION (SCC) IDENTIFICATION NUMBER

The Offeror agrees, if this proposal is accepted by PWCS, for such services and/or items, that the Offeror has met the requirements of the Virginia Public Procurement Act (VPPA) § 2.2-4311.2. Any falsification or misrepresentation contained in the statement submitted by Offeror pursuant to Title 13.1 or Title 50 may be cause for debarment by PWCS.

Offeror shall complete the following by checking the appropriate line that applies and provide the required information. Offerors failing to provide the required information indicated below will result in having their proposal not considered for evaluation.

Virginia State Corporation Commission (SCC) registration information. The offeror:

is a corporation or other business entity with the following SCC identification number:
54-0118110 **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

NOTE >Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC id number after the due date for bids (the PWCS Supervisor of Purchasing reserves the right to determine in its sole discretion whether to allow such waiver):

THIS PROPOSAL IS SUBMITTED BY:

Full Legal Name of Offeror (Firm): Advance Stores Company Incorporated dba Advance Auto Parts

Mailing Address:

4200 Six Forks Road

Raleigh, NC 27609

Phone: (919) 573-3000

Email Address: omnia@advance-auto.com

Tax Identification (FIN/SSN#): 54-0118110

Typed/Printed Name: Todd Sanders

Date: 6-26-2023

Remittance Address (If Different):

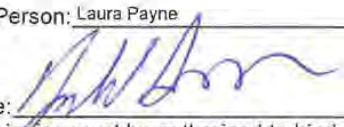
Advance Financial Services

P.O. Box 742053

Atlanta, GA 30374

Fax: (919) 901-4079

Contact Person: Laura Payne

Signature: 
(Person signing must be authorized to bind the Offeror in contractual matters)

INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE



ADDENDUM # 1

DATE: June 14, 2023

REFERENCE: Request for Proposal: R-LD-23013
 RFP Issue Date: May 24, 2023
 Title: Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Products and Services
 Sealed Bid Due Date: June 27, 2023 @ 2:00 pm EST

All Bidders are advised of the following changes and clarifications in the referenced solicitation:

Questions:

1. **Question:** My company sells suspension parts and services for light trucks, heavy trucks, trailers and fire equipment. Would it be useful to the county for us to bid on this contract due to the specialized services we provide?

Response: PWCS cannot advise a company whether or not to submit a proposal. The main purpose of this contract will be for aftermarket auto parts. Please refer to the RFP Statement of Need, Section 6.

2. **Question:** Is there a list of locations that typically require deliveries for the auto parts bid?

Response: For PWCS: The majority of deliveries will be to our main location at Brentsville Shop, 12153 Hooe Road, Bristow, VA 20136, unless special arrangements are made. All additional sites are located within Prince William County, Virginia. See the response to Question 5. For the list of additional sites.

3. **Question:** We see the estimated value of this is \$100 Million. Is that what the aggregated auto parts sales are through all OMNIA Partners suppliers today?

Response: No, as stated under Special Provisions, Section 1, the \$100 Million is an estimated annual volume of Automotive Parts and Accessories for Light, Medium, Heavy-Duty Vehicles and Related Products and Services under the Master Agreement through OMNIA Partners.

4. **Question:** Are the terms "Supplier" and "Contractor" interchangeable throughout the bid docs or is a company only supplying products called a "Supplier" and those supplying services would be a "Contractor"?

Response: The terms "Supplier" and "Contractor" are interchangeable.

5. **Question:** How many locations does PWCS have where vehicles are maintained? We found one at 12153 Hoe Rd, but are there others? If so, what are those addresses?

Response: We have a total of six shop locations.

Shop 1 – Brentsville, 12153 Hooe Road, Bristow VA, 20136 (Main Location)
 Shop 2 - Independent Hill, 14800 Joplin Road, Building 1, Manassas VA, 20112
 Shop 3 - Potomac, 3435 Panther Pride Drive, Dumfries VA, 22026
 Shop 4 – McCuin, 7900 Piney Branch Lane, Bristow VA, 20136
 Shop 5 – Central, 14855 Dumfries Road, Manassas VA, 20112
 Shop 6 – Western, 5728 Wellington Road, Gainesville VA, 20155

PURCHASING DEPARTMENT

6. **Question:** In the Proposal Submission Requirements it is stated that the proposal shall be submitted as ONE attachment and that the attachment should not exceed 25-34 MB. The electronic Catalog listing part numbers, descriptions, etc. alone is over 56,000 KB. The location list is 472 KB. All the other Attachments required for Tabs 1-9 are coming in around 1,800 KB. That equals about 67 MB before we add in other supplementary docs. Therefore, is it possible to break this up into perhaps 3 separate emails? For example, Tabs 1-6 in one email as one attachment, Tab 7 in another email as an attachment and Tabs 8-9 in a 3rd email as one attachment. This would ensure the emails go through.

Response: You may send more than one (1) email. In the subject of the email, you must insert the solicitation number and title of the proposal and the email number, for example: "RFP R-LD-23013 – Automotive Parts, Email 1 of 3". In addition, you may include a link for PWCS to access your catalog and price lists if the file size is large.

7. **Question:** For a bidder that submits pricing on multiple categories but only is awarded a contract on one or a few of the submitted categories, can OMNIA and the awarded bidder pursue other national opportunities on ALL the submitted categories or only pursue national opportunities on the awarded categories?

Response: As noted in Special Provisions, Section 1, each awarded Offeror may propose their complete product and service offering, or balance of line. PWCS reserves the right to accept or reject any or all balance of line items offered. This is also covered in Exhibit A, Section 3.2 A, each offeror awarded an item under this solicitation may offer their complete product and service offering/balance of line.

8. **Question:** We have the impression that OMNIA has not actually facilitated any contracts or purchases to public entities successfully and that it is in a startup phase with developing business model. While I can understand a reluctance to publish the exact figures of spend that has been directly created through OMNIA cooperative arrangement with government entities, could you tell us the range of OMNIA directly created spend over the last year using these or similar categories? 0-\$100,000, \$100,001-\$1,000,000, \$1,000,001-\$10,000,000, 10,000,001-\$25,000,000, \$25,000,000-\$100,000,000, \$100,000,001-\$1,000,000,000, Greater than \$1 billion. It would be helpful to know whether the OMNIA part of this RFP is worth pursuing given OMNIA apparent nascent situation.

Response: OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. OMNIA has been operating for more than 20 years now and works with 33 lead agencies and has over 86k active parent agencies. Starting as Horizon Resource Group in 2001 and expanding in 2006 was rebranded as National IPA. After several additional acquisitions in 2017 OMNIA Partners brand was launched, acquiring U.S. Communities in 2018, and acquiring Insight GPO in 2019. In 2021 OMNIA Partners acquired PAS Purchasing Solutions and Buyers Access and in 2022 acquired National Cooperative Purchasing Alliance (NCPA). (<https://www.omniapartners.com/about-us>) OMNIA Partners cannot provide exact figures and there is no minimum volume guaranteed but the estimated annual volume by Participating Public Agencies is \$100M as indicated in Special Provisions, Section 1.

9. **Question:** Section 7.9.3.7.1 states that you need pricing based on a discount from a manufacturer's price list or catalog. Do you only need that discount percentage for evaluation? Or do you also need section 7.9.3.7.2 which requests electronic copies of pricing catalogs? If it is the latter, our large supply chain would result in providing prices for tens of thousands of part numbers across dozens of manufacturers in our submission. The files would be large and time consuming for PW to review. We are happy to provide you with as much information as you would like.

Response: Refer to the entire Section 7.9.3.7 and provide the requested information. Include both the percentage discount and a price list. The price list may be submitted in excel, however, if it is a large file, you may submit a link for PWCS to access your price list and catalog.

10. **Question:** When it comes to the email submission, section 7.9.3.7.2 requests electronic copies of pricing catalogs. If needed, are we ok to attach our price lists as excel files to our emailed submission? This seems to be contrasting to Section 7.1 that's states the proposal must be ONE attachment and it must be a PDF. Please clarify.

Response: Please reference the response to Question 6, for further information. Multiple emails with attachments may be sent. You may include as many attachments as needed. Yes, you may attach your price lists as excel files, however, if it is a large file, you may submit a link for PWCS to access your price list and catalog.

11. **Question:** Can you please provide a recording of the pre-bid meeting?

Response: Yes, please email Lesley Dean at DeanLM@pwcs.edu to request a copy of the audio file.

12. **Question:** Is participation on Omnia a requirement? Or may we opt out by stating so in the exceptions?

Response: Participation in the national portion of the contract is not a requirement. If you elect to opt out, do not complete the Omnia Exhibits. All other Attachments shall be submitted with your proposal. If you opt out, you will not be able to utilize the local awarded contract to sell nationally.

13. **Question:** If we are allowed to opt out of Omnia, are we still required to submit the 3% admin fee?

Response: No

14. **Question:** Are we allowed to opt out of the National participation?

Response: Yes. See response to Question 12.

15. **Question:** Omnia is nationwide. Do you have a fleet card like Navistar where you pay for your accounts or is it through centralized purchasing or does each individual location will have its own accounting department?

Response: Orders are not placed through Omnia. Purchases are made directly between the member agency and the awarded supplier in accordance with the contract.

16. **Question:** If Omnia markets to someone in California, is the pricing still the same because the FOB pricing to include freight. If we use our own delivery truck, there is no freight. If we have to ship it, that would be an issue.

Response: Refer to Section 7.9.3.7. The resultant contract will primarily be for in-store pickup and local deliveries; therefore, shipping will not generally factor in. Refer to section 7.9.3.7 and 7.9.3.7.1. Include in your proposal to describe any proposed shipping costs and/or how you determine your shipping charges for items requiring shipping.

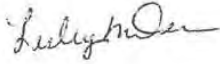
17. **Question:** I believe to be an unfair provision in the RFP relating to the necessity of holding prices firm for the first year of the contract and that any increases thereafter also be held firm for one year.

Response: Please refer to Section 10.15, Prices and Price Adjustments.

ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED.

A signed acknowledgment of this addendum must be received by the Purchasing Department either prior to the Bid due date and hour specified or attached to the Bid. Signature on this addendum does not constitute the bidder's signature on the original bid document. The original bid document shall also be signed.

PURCHASING DEPARTMENT



Lesley Dean
Buyer

.....
ACKNOWLEDGMENT:

Advance Stores Company Incorporated
Name of Firm

6-26-2023
Date


Signature

Todd Sanders, SVP Strategic Accounts
Print Name and Title

Executive Summary

Advance Stores Company, Incorporated submits this proposal on behalf of itself and some of its affiliates: Company-owned Advance Auto Parts and Carquest Auto Parts stores, and Worldpac branches ("Company", "Advance" or "Supplier"). In addition, the proposal anticipates participation by certain of our independently-owned Carquest Auto Parts stores.

Advance has read and understands the Prince William County Schools Request for Proposal #R-LD-23013 and is willing and able to supply the products as required in the RFP documents. With this offer Advance desires to be named the exclusive or at least primary supplier to PWCS and OMNIA Partners.

Advance Stores Company, Incorporated is a Fortune 500 company (NYSE: AAP) and is a leading automotive aftermarket parts provider that serves both professional installer and do-it-yourself customers. Advance operates approximately 5,000 company-owned stores and Worldpac branches in the United States, Canada, Puerto Rico and the U.S. Virgin Islands. The Company also serves approximately 1,300 independently owned Carquest stores.



Advance employs approximately 70,000 team members throughout our stores, distribution centers, support centers and corporate offices. Approximately 600 of those are outside sales team members who are trained and responsible for selling and supporting the OMNIA Partners Master Agreement.

In addition to auto parts Advance also offers hand tools and power tools for automotive repair work and equipment for automotive service centers. Technician training is also available through Carquest Technical Institute (CTI).

Additional information about Advance can be found at www.AdvanceAutoParts.com.

Please note that the exceptions suggested by our Legal team on Tab 8 generally have to do with a) redlining clauses that are not applicable. For example, when a requirement is referring to a service that Advance, as a retailer of products, does not provide. b) striking federal clauses since Advance is not a federal contractor and/or c) making certain terms and conditions mutual. We are open to discussion about any of the redlines.

We look forward to meeting the PWCS team on July 26 to discuss and clarify the offering in this proposal.

Questions pertaining to this submittal should be directed to:

Laura Payne
Senior Manager, Bids and Contracts
Advance Auto Parts
954-383-2369 ph 919-301-4079 f
laura.payne@advance-auto.com

Mark Mills
VP Strategic Accounts
Advance Auto Parts
770-362-4422
mark.mills@advance-auto.com

Tab 2 Project Methodology/Approach

Addressing the Statement of Need:

Within our own supply chain, Advance offers aftermarket parts and supplies for maintaining light, medium and heavy-duty vehicles, SUV's, fire apparatus, buses and construction equipment. We also offer fluids, lubricants, chemicals, shop supplies, tools, shop equipment, automotive accessories, etc. In the unlikely event we do not stock a particular auto part, we do have the ability to source products outside our supply chain, such as OEM parts.

Advance can supply all items listed in Page 8, Section 6.1 of RFP #R-LD-23013 with the exception of towing, tires and wheels. We do not provide labor for repair work or installation of the parts, only the parts, supplies and equipment.

Related services and solutions offered by Advance are vast. We provide free prompt safe delivery (usually within an hour), battery testing, inventory replenishment management solutions, on-site parts room management (site evaluation and minimum purchases required for this service), loaner tool program, technician training (fees vary for in-person or online courses).

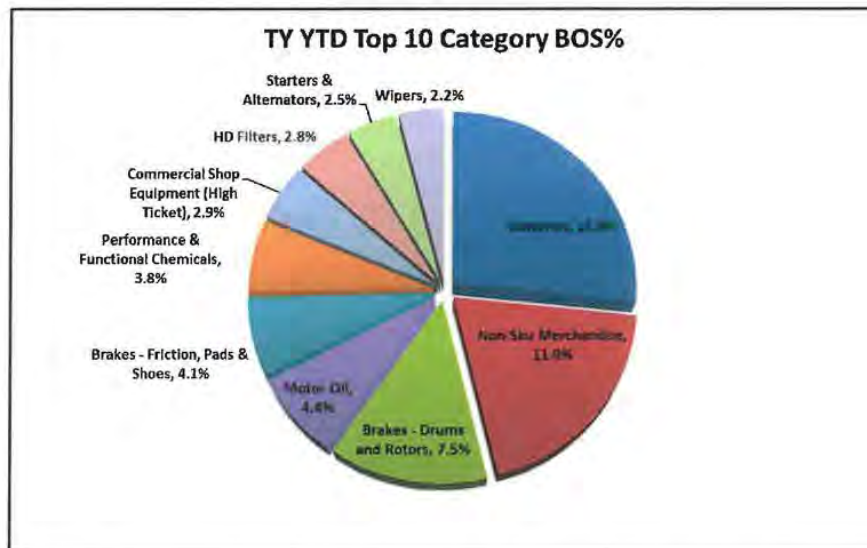
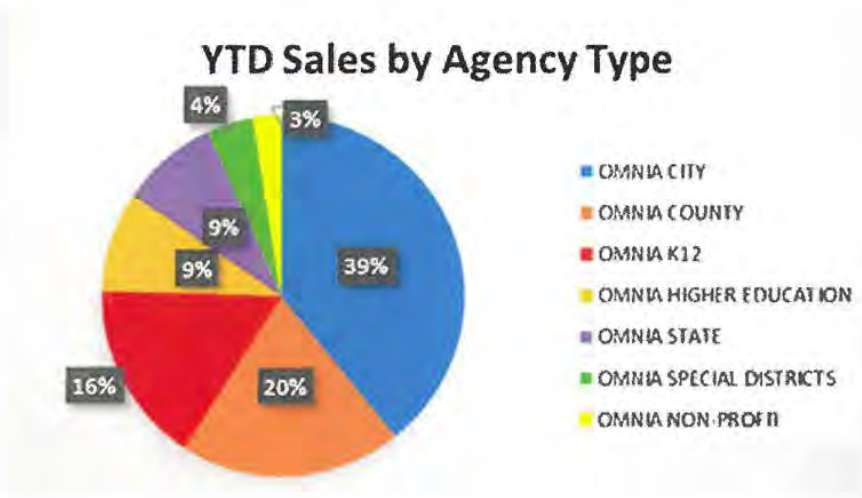
Here are just some of the nationally recognized brands offered by Advance. We are an authorized distributor and/or retailer of these lines and many more. We offer over 900,000 SKU's. Our products meet or exceed OEM form, fit and function.



For a more comprehensive list of brands offered by Advance, please access our interactive line card: https://advanceauto-my.sharepoint.com/personal/laura_payne_advance-auto_com/Documents/Documents/Laura%202023/Interactive+Line+Card+2023+SM.pdf

Tab 3 Qualification & Experience

Advance has been in business for 91 years, since 1932. About 65% of our \$11.2 Billion in annual revenue comes from large fleet customers and commercial strategic national accounts. Advance has had a government cooperative contract in place since 2011, first with U.S. Communities and then with OMNIA Partners after they acquired U.S. Communities. Advance's state and local government business was \$91.8 Million in 2022 and our target growth for 2023 is 9%.



Advance has about 5,000 company-owned locations and a total of approximately 600 sales people at various levels throughout the field, region and corporate. We also have about 1,300 independently-owned stores with their own sales support staff.

Advance is familiar with and adheres to OMNIA Partners' requirements for monthly reporting and payment.

Advance currently has no litigation that would impact our ability to sell to state and local government agencies. Advance has never filed bankruptcy and we are not in the process of any reorganization. Advance is in a solid position to serve Prince William County Schools ("PWCS") and participating members of the OMNIA Partners GPO.

You asked that we include a copy of a standard service agreement for additional services, however, Advance has found that every government agency has their own set of requirements and generally prefer to start with their standard contract and work from there. For this reason, we are not providing a standard service agreement at this time. If required, we can prepare a standard service agreement for public sector customers for this bid, but most public agencies will not use it.

For over 85 years Advance was headquartered in Roanoke, Virginia. However, after its acquisition of General Parts International (Carquest Auto Parts), Advance's headquarters moved to Raleigh, North Carolina. The Corporate address is:

4200 Six Forks Road, Raleigh, NC 27609

Advance's 2022 sales to K12 agencies were approximately \$14 Million. Over the last 12 months PWCS has purchased about \$45,000 of products from Advance.

Experience and Qualifications of key employees:



Mark Mills, Vice President Strategic Accounts, Professional Sales
Mark oversees the Specialty Markets group, which includes Government Sales, Fleet Sales, Heavy Duty Sales, Collision Repair Product Sales and Automotive Filter Sales teams.

Mark has spent his entire professional career in the automotive industry. Upon leaving Central Missouri University his experience includes machine shop operator, repair center owner/operator, auto parts counterman, parts store manager, outside sales and sales management. For the past 25 years Mark has had various account management responsibilities for strategic national brands with substantial annual dollars.



Shari Vergara, Director of Business Development, Public Sector Government Sales

Shari has worked for Advance Auto Parts/Carquest Auto Parts for 9 years. She manages a team of Regional Government Sales Managers focusing solely on the public sector. Prior to working for Advance/Carquest, she worked 22 years in HVAC&R manufacturing, where she managed Strategic National Accounts. She has also worked as a Warranty and Technical Service Manager. She has extensive automotive and manufacturing experience that has allowed success in building business relationships, product knowledge and technical training.



Laura Payne, Senior Manager Bids and Contracts

Laura has been part of the Professional Sales team at Advance Auto Parts for 15 years. She is the administrator of the OMNIA cooperative contract and has been since its' inception in 2011. Prior to Advance, she did contract management for AutoNation for about 12 years. Laura is a graduate of Saginaw Valley State University with a B.A. in English.

Tab 4 – Performance Capability

ATTACHMENT A

**PRINCE WILLIAM COUNTY PUBLIC SCHOOLS
Purchasing Office**

VENDOR INFORMATION FORM

The following vendor information is required with all RFP responses along with a completed and signed W-9 form:

Ordering/Purchase Order Submission:

Legal Business Name: Advance Stores Company Incorporated

D/B/A: Advance Auto Parts

Address: 4200 Six Forks Road

City, State, Zip: Raleigh, NC 27609

Phone: 919-573-3000 Fax: 919-301-4079

Email: omnia@advance-auto.com

Tax ID#: 54-0118110

Remittance: Check box if same as above

Legal Business Name: Advance Financial Services

Address: PO Box 742063

City, State, Zip: Atlanta, GA 30374

Contact Information:

Name: Laura Payne

Title: Senior Manager, Bids and Contracts

Phone: 954-383-2369 Fax: 919-301-4079

E-mail Address: laura.payne@advance-auto.com

Attention Vendors: Visit the PWCS Purchasing Office Website at <https://www.pwcs.edu/departments/purchasing/index> to:

- > Register on-line, click on "Vendor Registration"
- > Obtain a W-9 form and instructions

Solicitation # R-LD-23013

CONTRACTOR DATA SHEET

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: 92 Years 6 Months.
3. **REFERENCES:** Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: Wappingers Central School District	Contact Name: Barbara Mackson	Contact Title: Purchasing Agent
Address: 25 Corporate Park Drive Hopewell Junction, NY 12533		Phone No. 845-298-5000	
E-mail: barbara.mackson@wcsdny.org		Fax No. 845-896-1973	
2.	Customer Name: City of Austin	Contact Name: Craig Higdon	Contact Title: Fleet Contract Manager
Address: 714 E 8th Street Austin, TX 78701		Phone No. 512-978-1522	
E-mail: Craig.higdon@austintx.gov		Fax No.	
3.	Customer Name: Loudoun County Public Schools	Contact Name: Mark Maggitti	Contact Title: Central Vehicle Maintenance Fleet Mgr
Address: 21000 Education Court Ashburn, VA 20148		Phone No. 571-252-1711	
E-mail: mark.maggitti@lcps.org		Fax No.	



Barbara Mackson • Purchasing Agent
25 Corporate Park Drive • P.O. Box 396 • Hopewell Junction, NY 12533 • (845) 298-5000 x40153 • Fax (845) 896-1973

June 15, 2023

To Whom It May Concern:

Subject: Reference Letter – Advance Auto Parts

It is my pleasure to provide a reference for Advance Auto Parts.. We are a large school district K-12. Advance Auto Parts has been one of our preferred vendors for several years. I can highly recommend them, as they have always provided reliable, courteous service and prompt delivery of quality products.

Sincerely yours,

A handwritten signature in cursive script that reads 'Barbara Mackson'.

Barbara Mackson
Purchasing Agent



**City of Austin Fleet Mobility Services Department
6800 Burleson Road, Bldg. 312 Suite 165-A
Austin, TX 78744-2325**

June 23, 2023

To Whom It May Concern

The City of Austin Fleet Mobility has been glad to be doing business with Advance Auto Parts since at least 2012. We are looking forward to continuing with this relationship for years to come. The teams at Advance Auto Parts have provided commendable services over the years. They must be complimented that during the recent couple of years of manufacture and distribution issues in all industries Advance Auto Parts have found ways of providing our needs or communicated acceptably supply chain delays. Any invoicing concerns have been addressed and accurately met City of Austin Fleet Mobility acceptance.

With the provided pricing and dedicated service, we look forward to establishing our next contract with this fine business.

Sincerely,

Craig Higdon

Craig Higdon
Contract Management Specialist II
COA Fleet Mobility Services Department
6800 Burleson Road, Bldg. 312 Suite 165-A
Austin, TX 78744-2325
P: 512.978-1522
Craig.Higdon@austintexas.gov



CERTIFICATE OF COMPLIANCE

Code of Virginia §22.1-296.1

As a condition of contract award, Contractor/Vendor providing contracted services shall execute this document certifying that neither the Contractor nor, at the time of initial hiring, any employee of the Contractor, nor any other person under the control of Contractor, who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.

Contractor/Vendor acknowledges that, pursuant to the *Code of Virginia §22.1-296.1 (A)*, any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.

Advance Stores Company Incorporated
Company Name

R-LD-23013
Purchase Order/Contract/Solicitation #

4200 Six Forks Rd, Raleigh, NC 27609
Company Address

919-573-3000
Company Phone Number

Todd Sanders
Print Name of Authorized Representative

SVP Strategic Accounts
Authorized Representative Title

Todd Sanders
Authorized Representative Signature

6-26-2023
Date



PROPRIETARY INFORMATION

R-LD-23013, Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Products and Services

Ownership of all data, materials, and documentation originated and prepared for Prince William County Public Schools pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to Prince William County Public Schools and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure
NONE		

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552(b)(4); 12 C.F.R. 309.5(c)(4).
- C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in die future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552(b)(4); 12 C. F. R 309.5(c)(4).

FIRM NAME: Advance Stores Company Incorporated Date: 6-26-2023
 Signature: [Signature] Title: SVP Strategic Accounts
 Name (Printed): Todd Sanders Email: laura.payne@advance-auto.com
 Telephone: 919-573-3000

EXCEPTIONS TO RFP# R-LD-23013

ATTACHMENT E

**Automotive Parts and Accessories for Light, Medium, Heavy Duty
Vehicles and Related
Products and Services****Name of Offeror: Advance Stores Company, Incorporated****List any exceptions to RFP specifications / terms below:**

Section Title	Page Number	Explanation of exception and any proposed language
Performance Capability (TAB 4); 7.9.3.4.3	13	Proposed language: 7.9.3.4.3 Intentionally omitted. Explanation: We are not a federal contractor and we do not accept payment using federal funds so Exhibits F and G are not applicable.
Audit, 10.1	17	Proposed language: The Contractor(s) shall retain all books, records, and other documents relative to this contract for three (3) years after final payment. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period. Explanation: The revision only modifies the clause from a period of 5 years to 3 years for audit rights.
Availability of Funds, 10.3	17	Proposed language: 10.3 AVAILABILITY OF FUNDS; It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract. Provided however, that PWCS shall not use any federal funds to pay for goods or services procured under this contract. Explanation: We are not a federal contractor and we do not accept payment using federal funds. The addition of the last sentence is clarifying in nature.
Authorized Distributors/Dealers, 10.4	18	Proposed language: 10.4 AUTHORIZED DISTRIBUTORS/DEALERS: Except for Contractor's affiliates or as otherwise provided in the Executive Summary (Contractor's TAB 1 response), Contractor is

		<p>prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from PWCS. Contractor must notify PWCS each time it wishes to add an authorized distributor or dealer. Purchase order and payment can only be made to the Contractor unless otherwise approved by PWCS. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.</p> <p>Explanation: Some of our affiliates, as described in the Executive Summary, will service this RFP. This revision is clarifying in nature.</p>
Certificate of Compliance, 10.5	18	<p>Proposed language: 10.5 CERTIFICATE OF COMPLIANCE: By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded, when providing applicable services, the Offeror/Contractor must certify that, neither the Contractor, nor, at the time of initial hiring, any employee of the Contractor, nor any other person under Contractor's control and who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Offeror further acknowledges that such certification shall be binding on the Offeror/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide notice to PWCS if Contractor has actual knowledge of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. The successful Offeror agrees to fully document and provide this Certificate of Compliance (Attachment C), if applicable.</p> <p>Explanation: Our employees will not be on school property during regular school hours and in direct contact with students. We conduct background checks at the time of initial hiring. We will provide notice if we have actual knowledge of any event that might render the certification untrue.</p>

Failure to Deliver, 10.6	18	<p>Proposed language: 10.1 FAILURE TO DELIVER: Failure to comply with the terms and conditions of this solicitation or failure to deliver goods and/or services identified in the solicitation and resulting contract at the firm-fixed prices quoted will be considered in default of the contract. Should the Contractor(s) be found in default of the contract as described in this Section 10.6, any excess direct cost which may result from default actions shall be at the expense of the Contractor(s).</p> <p>Explanation: These revisions are clarifying in nature.</p>
New Parts and Equipment, 10.12	20	<p>Proposed language: 10.12. NEW PARTS AND EQUIPMENT: Unless otherwise expressly stated in this solicitation, any parts, and equipment furnished under the contract shall be new and unused, unless refurbished or used parts are ordered or approved by the buyer.</p> <p>Explanation: These revisions are clarifying in nature and permit the buyer to purchase refurbished or used parts, if ordered/approved by the buyer.</p>
Samples, 10.17	21	<p>Proposed language: 10.17. SAMPLES: Samples are not anticipated to be requested for this solicitation, however, if requested, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that its provision of all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.</p> <p>Explanation: The revision is clarifying in nature and further describes Advance's role in the provision of products.</p>
Protection of Persons and Property, 10.18.5.4	22	<p>10.18.4 In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work</p>

		<p>shall be determined as provided in the contract.</p> <p>Explanation: The revision is clarifying in nature and further describes Advance's role in the provision of products.</p>
Protection of Persons and Property, 10.18.5.5	22	<p>Proposed language: 10.18.5.5 In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.</p> <p>Explanation: The revision is clarifying in nature and further describes Advance's role in the provision of products.</p>
Protection of Persons and Property, 10.18.5.6	22	<p>Proposed language: 10.18.5.6 Any damage to existing utilities, equipment or finished surfaces resulting directly from the performance of this contract by Contractor shall be repaired to PWCS' reasonable satisfaction at the Contractor's expense.</p> <p>Explanation: The revision is clarifying in nature and further describes the parties' roles.</p>
Guarantee of Work, 10.18.6.4	23	<p>Proposed language: 10.18.6.4 Make good on all damage to the structure, site, equipment or contents thereof, which is the direct result of proper use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract.</p> <p>Explanation: The revision is clarifying in nature and further describes the parties' roles.</p>
Guarantee of Work, 10.18.6.7	23	<p>10.18.6.7 If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, PWCS may have the defects corrected and the Contractor shall be liable for all direct costs incurred by PWCS.</p> <p>Explanation: The revision is clarifying in nature and further describes remedies under this section.</p>

Certificate of Compliance	26	<p>Proposed language: As a condition of contract award, Contractor/Vendor providing contracted services shall execute this document certifying that neither the Contractor nor, at the time of initial hiring, any employee of the Contractor, nor any other person under the control of Contractor, who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.</p> <p>Contractor/Vendor acknowledges that, pursuant to the Code of Virginia §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.</p> <p>Explanation: The revision is clarifying in nature and ensures consistency with Section 10.5, above.</p>
Appendix B, Prince Williams County Schools General Terms and Conditions, Anti-Discrimination, 31.4	33	<p>Proposed language: Removal of 31.4.</p> <p>Explanation: We cannot certify that every P.O. over \$10,000 we submit will comply with these requirements.</p>
Appendix B, Prince Williams County Schools General Terms and Conditions, Guarantees & Warranties, 36.	34	<p>Proposed language: GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies. LIMITATION OF WARRANTY AND LIABILITY. Contractor shall make available all applicable manufacturer warranty documentation to PWCS. Product warranties are provided at, https://shop.advanceautoparts.com. CONTRACTOR MAKES NO WARRANTIES OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT, AND CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES,</p>

		<p>WHETHER EXPRESS OR IMPLIED AND WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.</p> <p>Explanation: This revision is clarifying in nature and includes Advance’s standard warranty language. This revision further clarifies the parties’ roles in performance of this agreement.</p>
<p>Appendix B, Prince Williams County Schools General Terms and Conditions, Termination for Cause/Default, 40-40.1</p>	<p>34</p>	<p>Proposed language: 40. TERMINATION FOR CAUSE/DEFAULT: Either party may terminate this contract for cause under the following circumstances:</p> <p>40.1 If, through any cause, either party fails to fulfill in a timely and proper manner their obligations under the contract, or if either party violates any of the covenants, agreements, or stipulations of the contract, the non-breaching party shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.</p> <p>Explanation: This revision modifies this provision to be mutual for both parties. This is not an exclusive contract and so the remedies were modified.</p>
<p>Appendix B, Prince Williams County Schools General Terms and Conditions, Termination for Cause/Default, 40.2</p>	<p>34</p>	<p>Proposed language: 40.2 Notwithstanding the above, the breaching party shall not be relieved of liability to non-breaching party for damages sustained by the non-breaching party. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.</p> <p>Explanation: Except for set off rights, which remain the same as initially proposed, this revision modifies this section to be mutual for both parties.</p>

Appendix B, Prince Williams County Schools General Terms and Conditions, Drug-free Workplace, 43.2-43.4	35	Proposed language: Removal of 43.2; 43.3; and 43.4. Explanation: We cannot certify compliance with 43.2 – 43.4.
Appendix B, Prince Williams County Schools General Terms and Conditions, Funding, 45	35	45. FUNDING: The obligation of PWCS to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the PWCS School Board to satisfy payment of such obligations, provided Contractor will not be paid using federal funds. The County’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and PWCS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. PWCS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the PWCS School Board. However, PWCS’s failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated. Explanation: We are not a federal contractor and we do not accept payment using federal funds. The addition to this provision is clarifying in nature.
Appendix B, Prince Williams County Schools General Terms and Conditions, General Guaranty, 57.3-57.4	36	Proposed language: Removal of 57.3-57.4. Explanation: These revisions were made for consistency purposes, to align Advance’s guarantees with other provisions made within the document.
Appendix B, Prince Williams County Schools General Terms and Conditions, Indemnification, 60	37	Proposed language: INDEMNIFICATION: Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against third party claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS as a consequence of the granting of a contract or which may otherwise result directly therefrom, if the act was caused through negligence, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any intentional act done without proper permission) of the Contractor or his or her

		<p>employees, or that of the Contractor's subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefrom; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.</p> <p>Explanation: These revisions are clarifying in nature and further clarifies the parties' roles in performance of this agreement.</p>
Appendix B, Prince Williams County Schools General Terms and Conditions, Non-liability, 61	37	<p>Proposed language: 61. NON-LIABILITY: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract. IN NO EVENT WILL CONTRACTOR BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY CLAIMS OF LOST PROFITS OR LOST OPPORTUNITY.</p> <p>Explanation: This revision was made for consistency purposes, to align Advance's disclaimer/warranty with other provisions made within the document.</p>
Appendix C	40	<p>We understand the OMNIA Partners documents such as the Example Admin Agreement is a sample only. Advance and OMNIA will discuss the terms of their agreement separately from this RFP proposal.</p>

RETURN THIS PAGE WITH YOUR PROPOSAL (TAB 8)

APPENDIX A



Date
Contractor Advance Stores Company Incorporated
Address 4200 Six Forks Road
Address Raleigh, NC 27609
Attention: Laura Payne

Reference: R-LD-23013, Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Products and Services.

Acceptance Agreement

Contract Number R-LD-23013

This Acceptance Agreement indicates a contract award to *Contractor* for its entirety for the referenced RFP for Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Products and Services for Prince William County Public Schools (PWCS). The period of the contract is from November 1, 2023 through October 31, 2028.

The contract award shall be in accordance with and shall consist of the following contract documents. In the event of a conflict between or among the contract documents, they are listed in the order of precedence as follows:

1. This Acceptance Agreement;
2. RFP# R-LD-23013, Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Products and Services, dated XXXXXXXX; and all Addenda as issued.
3. Mutually agreed upon negotiations with Offeror, including Offeror(s)'s BAFO.
4. Offeror's proposal response dated XXXXXXXX
5. Contractor's Certificate of Insurance and updated thereafter.

Please note that is an indefinite goods and services contract. Authorized individuals will place orders via purchase order or P-Card for specific goods and services covered by this contract as requirements arise. All questions regarding this contract should directed to the Contract Administrator, Lesley Dean, at (703) 791-7940, or via email at DeanLM@pwcs.edu.

Contractor ~~Advance Stores Company Incorporated~~


Legally Authorized Signature
Todd Sanders, SVP Strategic Accounts
Print Name and Title

6-26-2023
Date

Prince William County Schools

Colleen Keener, CPPB, CPCP, VCO, VCA
Supervisor of Purchasing

Date

APPENDIX B

**PRINCE WILLIAM COUNTY SCHOOLS
GENERAL TERMS AND CONDITIONS
(Revised 11/21/22)**

These general terms, conditions and instructions apply to all purchases and are a part of each solicitation and every contract awarded by PWCS, unless otherwise specified in such solicitation or contract. The Purchasing Office is responsible for the purchasing activity of Prince William County Public Schools and its governing body, the Prince William County Public School Board. The term "PWCS" as used herein refers to the contracting entity which is the signatory on the contract and may be either PWCS, or the PWCS School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/offeror's own risk.

These general terms, conditions and instructions are subject to all applicable Federal, State and local statutes, policies, resolutions, and regulations (collectively "laws"), and are to be interpreted so as to be consistent with such laws. In the case of irreducible conflict, these general terms and conditions are preempted by applicable laws.

AUTHORITY

1. The Supervisor of Purchasing has been delegated authority for issuance of invitations to bid, request for proposals, modifications, purchase orders and awards approved by and for PWCS. In the discharge of these responsibilities, the Supervisor of Purchasing may be assisted by delegating to Buyers and other Purchasing Office staff. Unless specifically delegated by the Supervisor of Purchasing, no other PWCS officer or employee is authorized to enter into purchase negotiations, change orders, contracts, or in any way obligate PWCS for indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void, and PWCS shall not be bound thereby.
2. **DEFINITIONS**

BID: The offeror or a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Supervisor of Purchasing and offering to into contracts with PWCS. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by PWCS.

INVITATION FOR BID (IFB) A request which is made to prospective suppliers (bidders) for their quotation on goods and services desired by PWCS. The issuance of an IFB will contain or incorporate and reference the specifications and contractual terms and conditions applicable to the procurement.

SUPERVISOR OF PURCHASING: The Supervisor of Purchasing is delegated authority by PWCS School Board to carry out all procurement functions on behalf of the school division.

REQUEST FOR PROPOSAL (RFP): A request for an offer prospective offers which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that PWCS wishes to receive bids on a set of requirements to provide goods or services. The notification of PWCS requirements may consist of public advertising (PWCS website or other electronic notifications), of notices of solicitations, Invitations for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone call to prospective bidders.

CONDITIONS OF BIDDING

3. **ACCEPTANCE OF BIDS/OFFERS BINDING 120 DAYS:** Unless otherwise specified in the IFB or RFP, all formal bids/offers submitted shall be binding for one-hundred twenty (120) calendar days following bid/proposal opening date, unless extended by mutual consent of all parties. PWCS may purchase additional quantities at the original firm fixed delivered unit prices for the term of the agreement.
4. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site at <http://purchasing.departments.pwcs.edu/>.
5. **RECEIPT OF BIDS/ PROPOSALS:** Bids/ Proposals received prior to the time of opening will be securely kept, unopened by PWCS. No responsibility will attach to the

- Supervisor of Purchasing or his/her representative(s) for the premature opening of a bid/ proposal not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the PWCS.
6. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection. The Supervisor of Purchasing representative(s) assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the PWCS website at: www.pwcs.edu/departments/purchasing/bid_tabulations.
 7. **OPEN PRICING RECORDS:** The classification of line item prices and/or bid prices as proprietary information or trade secrets is not acceptable. All bid prices will be read aloud at the public bid opening and posted on the PWCS Purchasing website. Any bidder who designates bid prices as proprietary information or trade secrets will be given 48 hours to withdraw this designation. If it is not withdrawn, their bid will be rejected. See § 2.2-4343 of the Code of Virginia.
 8. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price times the number of units will govern. Erasures and changes in bids must be initialed by the bidder. Carelessness in quoting prices, omitting portions of the work from the calculations, or in preparation of the bid otherwise will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot otherwise be corrected except as provided in paragraph 14 below, and the bidder will be required to perform if their bid is accepted.
 9. **LATE BIDS/PROPOSALS:** To be considered for selection, bids/proposals must be received by the PWCS Purchasing Office by the designated date and hour. The official time for the receipt of electronic bids/proposals shall be determined by the time of the electronic receipt to the PWCS email at purchasing@pwcs.edu. The official time for written/ paper bids/proposals is that time on the automatic time stamp machine in the Purchasing Office. Bids/proposals received in the Purchasing Office after the date and hour designated are non-responsive, automatically disqualified and will not be considered. PWCS is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-school mail system or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid/proposal reaches the Purchasing Office by the designated date and hour.
 10. **MANDATORY USE OF PWCS FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official PWCS form provided for that purpose may be cause for rejection of the bid/proposal. Return of this complete solicitation document is required. Modification of or additions to the General and/or Special Terms and Conditions of this solicitation may be cause for rejection of the bid/proposal; however, the Supervisor of Purchasing reserves the right to decide, on a case by case basis, in his/her sole discretion, whether to reject such a bid/proposal as non-responsive. As a precondition to its acceptance, PWCS may, in its sole discretion, request that the Bidder withdraw or modify non-responsive portions of a bid/proposal, which do not affect quality, quantity, price or delivery schedule.
 11. **VENDOR REGISTRATION:** All vendors desiring to provide goods and/or services to PWCS are strongly encouraged to register on-line at https://www.pwcs.edu/departments/purchasing/vendor_resources
 12. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that are clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by PWCS; or (ii) are omitted by PWCS from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.

If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Supervisor of Purchasing or his/her representative(s) at least five (5) days prior to the date set for the opening of bids. If necessary, the Supervisor of Purchasing or his/her representative(s) will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids, unless otherwise stated in the solicitation. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
 13. **PROHIBITION AGAINST UNIFORM PRICING:** The Supervisor of Purchasing encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement prescribed by the Virginia Public Procurement Act and PWCS policies and regulations. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.
 14. **WITHDRAWAL OF BIDS OR PROPOSALS:** A bid/proposal may be amended and/or withdrawn by a bidder or offeror if the request is received in writing before the due date and hour. The request must be signed by a person authorized to represent the vendor or firm that submitted the bid/proposal. Submission of a subsequent bid/proposal, unless specifically identified as an additional bid, shall constitute the withdrawal of any prior one submitted by the same bidder or offeror on the same Invitation for Bid/Request for Proposal.

Withdrawal of bids/proposals after opening is governed by Code of Virginia § 2.2-4330. The Bidder shall give notice in writing of his/her claim of right to withdraw his/her bid/proposal within two business days after the conclusion of the bid opening or receipt of proposals procedure, and shall submit original work papers with such notice.
 15. **DEBARMENT STATUS:** By submitting their bid/proposal, the Bidder certifies that he/she is not currently debarred by the Commonwealth of Virginia or PWCS from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor is the Bidder an agent of any person or entity that is currently so debarred.
 16. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bid/proposal, Bidders/Offerors certify that their bid/proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment,

loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

SPECIFICATIONS

17. **QUESTIONS CONCERNING SPECIFICATIONS:** Any information relative to interpretation of specifications and drawings shall be requested of PWCS in writing, in ample time before the opening of bids. No inquiries if received by PWCS after the question deadline, as noted in the solicitation, or if not noted in solicitation, the fifth day before the date set for the opening of bids will be given any consideration. Any material interpretation of a specification, as determined by PWCS, will be expressed in the form of an addendum to the specification which will be posted to the PWCS web-site and/or the Commonwealth of VA eVA web-site, and/or as identified herein and it is the sole responsibility of the bidder/offeror to acknowledge addendum. Oral answers will not be authoritative.
18. **CLARIFICATION OF TERMS:** If any prospective Bidder has questions about the specifications or other solicitation documents, the prospective Bidder shall contact the Buyer whose name appears on the face of the solicitation by the question deadline as noted in the solicitation. If a question deadline is not given in the solicitation, then the prospective bidder shall contact the buyer no later than five (5) working days before the due date. Any revisions to the solicitation will be made only by a written addendum issued by the Purchasing Office
19. **USE OF BRAND NAMES:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict Bidders/Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which PWCS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, color and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable PWCS to determine if the product offered meets the requirements of the solicitation. **ONLY THE INFORMATION FURNISHED WITH THE BID/PROPOSAL WILL BE CONSIDERED IN THE EVALUATION. FAILURE TO FURNISH ADEQUATE DATA FOR EVALUATION PURPOSES MAY RESULT IN DECLARING A BID/PROPOSAL NON-RESPONSIVE.** Unless the Bidder clearly indicates in its bid/proposal that the product offered is an "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
20. **NO SUBSTITUTES:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

21. **QUALIFICATIONS OF BIDDERS/OFFERORS:** PWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder to perform the work/furnish the item(s) and the Bidder shall furnish to PWCS all such information and data for this purpose as may be requested. PWCS reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. PWCS further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder fails to satisfy PWCS that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
22. **TESTING AND INSPECTION:** PWCS reserves the right to conduct any test or inspection it may deem advisable to ensure products/services conform to the specification.

AWARD

23. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind PWCS to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, PWCS will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Supervisor of Purchasing with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
24. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind PWCS to pay for, at unit bid prices, only quantities ordered and delivered. Where PWCS specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
25. **AWARD OR REJECTION OF BIDS/OFFERS:** The Supervisor of Purchasing shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of PWCS to accept it. Awards made in response to an RFP will be made to the highest qualified offeror whose proposal is determined in writing to be the most advantageous to PWCS taking into consideration the evaluation factors set forth in the RFP. The Supervisor of Purchasing reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of PWCS. Award may be made to as many bidders/ offerors as deemed necessary to fulfill the anticipated requirements of PWCS. The Supervisor of Purchasing also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

- d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. The number and scope of the conditions attached to the bid;
 - j. Whether the bidder is in arrears to PWCS on debt or contract or is a defaulter on surety to PWCS or whether the bidder's PWC taxes or assessments are delinquent; and
 - k. Such other information as may be secured by PWCS Supervisor of Purchasing having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the PWCS Supervisor of Purchasing shall so notify that bidder and shall have recorded the reasons in the contract file.
26. **TIE BID:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), the PWCS Supervisor of Purchasing shall award the contract to the tie bidder providing goods produced in Virginia or goods, services or construction provided by Virginia persons, firms or corporations. If there are more than one such tie bid, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible Virginia bidders. If there are no responsive and responsible Virginia bidders, then the PWCS Supervisor of Purchasing may, in his or her sole discretion, readvertise the solicitation, divide the contract among the bidders (if the solicitation provided for multiple awards), or award a contract by lot from among the responsive and responsible bidders. The decision of PWCS to make award to one or more such bidders shall be final.
27. **PRECEDENCE OF TERMS:** PWCS intends for the Contract Documents to be consistent and they shall be interpreted to be consistent if possible. If the Contract Documents conflict, however, the controlling provision will be the one which appears highest in the following list:
- The Notice of Award or Purchase Order/Contract (highest precedence),
 - Addenda,
 - Specifications and drawings,
 - The signed bid/proposal submitted by the Contractor,
 - Invitation for Bid/Request for Proposal,
 - Any Special Terms and Conditions,
 - These General Terms and Conditions (lowest precedence).
28. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, PWCS will publicly post such notice on the Purchasing Web site or the eVA website

<https://eva.virginia.gov/> for a minimum of 10 calendar days except in emergencies.

29. **CONTRACT DOCUMENTS/PURCHASE ORDERS:** The Contract entered into by the parties shall consist of the Invitation For Bid/Request for Proposal, the signed bid/proposal submitted by the Contractor, the Notice of Award or Purchase Order/Contract, these General Terms and Conditions and any Special Terms and Conditions, and the listed specifications and drawings, if any, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents. All time limits stated in the Contract Documents are of the essence of the Contract unless stated otherwise. Orders against contracts will be placed with the Contractor on a Purchase Order or Procurement Card.
30. **PAYMENT TERMS:** Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.

CONTRACT PROVISIONS

31. **ANTI-DISCRIMINATION:** By submitting their bid/proposal, the Bidder certifies to PWCS that he/she will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and the Code of Virginia §2.2-4311. In every contract over \$10,000 the provisions in 31.1 and 31.2 below apply:

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

- 31.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 31.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 31.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.
 - 31.4 The Contractor will include the provisions of 20.1, 20.2 and 20.3 above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
32. **ANTI-TRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to PWCS all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by PWCS under said contract.

33. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, including but not limited to the Virginia Public Procurement Act, and any litigation with respect thereto shall be brought in the courts of Prince William County, Virginia, except to the extent that Federal Court is appropriate. The Contractor shall comply with applicable federal, state and local laws and regulations, and be legally authorized to do business in the Commonwealth of Virginia.
34. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of PWCS.
35. **CHANGES TO THE CONTRACT:** PWCS may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract to include, but not limited to things such as services to be performed, the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give PWCS a credit for any resulting savings. Additionally, an increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
36. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
37. **MODIFICATION OF CONTRACT:** PWCS may, upon mutual agreement with the Contractor, issue written modifications to the scope of work/specifications of this contract, and within the general scope thereof, except that no modifications can be made which will result in an increase of the original contract price by a cumulative amount of more than \$50,000 or 25%, whichever is greater, without the advance written approval of the Prince William County School Board. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by the Supervisor of Purchasing:
- The written modification shall stipulate the mutually-agreed price for the specific addition to or deletion from the scope of work/specifications which shall be added to or deducted from the contract amount.
- The written modification shall stipulate the number of unit quantities added to or deleted from the contract and multiplied by the unit price which shall be added to or deducted from the contract amount.
- The written modification shall direct the Contractor to proceed with the work and to keep, and present in such form as PWCS may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by PWCS and the Contractor.
38. **PRICE REDUCTION:** If at any time after the date of the bid/proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify PWCS of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by PWCS.
39. **SMALL AND MINORITY BUSINESS ENTERPRISES:** It is PWCS intent to undertake every effort to increase opportunity for utilization of small and minority businesses in all aspects of procurement to the maximum extent feasible. In connection with the performance of this contract, the Contractor agrees to use their best effort to carry out this intent and ensure that Small and Minority Businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representation by subcontractors regarding their status as small and/or minority business enterprises in lieu of an independent investigation.
40. **TERMINATION FOR CAUSE/DEFAULT:** In case of failure to deliver goods or provide services in accordance with the contract terms and conditions, PWCS, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which PWCS may have. Specifically:
- 40.1 If, through any cause, the Contractor fails to fulfill in a timely and proper manner their obligations under the contract, or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, PWCS shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- 40.2 Notwithstanding the above, the Contractor shall not be relieved of liability to PWCS for damages sustained by PWCS by virtue of any breach of contract by the Contractor. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.
41. **TERMINATION FOR CONVENIENCE:** PWCS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Supervisor of Purchasing determines that such a termination is in the best

interest of PWCS. Any such termination shall be affected by delivery to the Contractor, at least ten (10) working days prior to the termination date, a Notice of Termination specifying the extent to which performance shall be terminated and date upon which such termination becomes effective. After receipt of a notice of termination, the Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

42. **COOPERATIVE PURCHASING:** PWCS may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
- 42.1 It is the Contractors responsibility to notify the public body(s) of the availability of the contract.
- 42.2 Each public body has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- 42.3 PWCS shall not be held liable for any costs or damage incurred by another jurisdiction or incurred by the Contractor as a result of any award extended to that jurisdiction or political subdivision by the Contractor.
43. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees as follows:
- 43.1 Provide a drug-free workplace for the Contractor's employees.
- 43.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 43.3 State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- 43.4 Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

44. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Supervisor of Purchasing or their designee.

DELIVERY/PAYMENT PROVISIONS

45. **FUNDING:** The obligation of PWCS to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the PWCS School Board to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and PWCS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. PWCS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the PWCS School Board. However, PWCS's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.
46. **POINT OF DESTINATION:** All materials shipped to PWCS must be shipped FOB DESTINATION PREPAID unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **INVOICES:** Invoices for goods and/or services ordered, delivered and accepted shall be submitted in duplicate by the Contractor(s) directly to the payment address shown on the purchase order/contract. **All invoices shall reference said purchase order/contract number and shall be in the same legal name of the Contractor as indicated on the Contract.**
48. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by Section 1261 of Title 15 of the United States Code (U.S.C.), then the Bidder, by submitting his/her bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Bidder does not violate any of the prohibitions of Title 15 of the U.S.C. or Section 1263.
49. **MATERIAL SAFETY DATA SHEETS:** Material and Safety Data Sheets shall be provided in English, and if available, Spanish within two (2) business days upon request for each chemical and/or compound offered. **Failure on the part of the Contractor to submit such data sheets may be cause for declaring the Contractor in default.**
50. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by PWCS. The Contractor bears all

risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, PWCS may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the PWCS's own property.

51. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and within thirty (30) days after receipt of a properly completed invoice. PWCS reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
52. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
53. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.
54. **PAYMENT TO SUBCONTRACTORS:**
- 54.1 A Contractor awarded a contract under this solicitation is hereby obligated to:
- 54.1.1 Pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from PWCS for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract, or
- 54.1.2 Notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason for such.
- 54.2 Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from PWCS except for amounts withheld as stated in the paragraph above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. This obligation to pay interest is not an obligation of PWCS, and no contract modification will be made for the purpose of providing reimbursement of the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 54.3 The provisions of 54.1 through 54.3 apply to each sub-tier contractor performing under the primary contract.

A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of PWCS or any participating jurisdiction.

55. **TAX EXEMPTION:** PWCS is exempt from the payment of federal excise or Virginia Sales and Use Tax. The bid/proposal price must be net, exclusive of taxes. When under established trade practice, any federal excise tax is included in the list price, the Bidder may quote the list price and shall show separately the amount of federal excise tax, either as a flat sum or as a percentage of the list price, which shall be deducted by PWCS. PWCS Federal Excise Tax Exemption number is 54-6001533. A copy of PWCS Sales and Use Tax Certificate Exemption is posted on the PWCS Web site.

GENERAL

56. **GUARANTEES & WARRANTIES:** All guarantees, and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
57. **GENERAL GUARANTY:** Contractor agrees to:
- 57.1. Save PWCS, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- 57.2 Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
- 57.3 Protect PWCS against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- 57.4 Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- 57.5 Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of PWCS.
- 57.6 Protect PWCS from loss or damage to PWCS owned property while it is in the custody of the Contractor.
58. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
- 58.1 Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that PWCS may reduce the said services at any time.
- 58.2 Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.

- 58.3 All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
- 58.4 Allow services to be inspected or reviewed by an employee of PWCS at any reasonable time and place selected by PWCS. PWCS is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- 58.5 Stipulate that the presence of a PWCS Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Supervisor of Purchasing.
59. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, Bidders/Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
60. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS in consequence of the granting of a contract or which may otherwise result therefrom, if the act was caused through negligence, error, omission, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any act done without proper permission) of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.
61. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
62. **OFFICIAL NOT TO BENEFIT:**
- 62.1 Each Bidder certifies by signing a bid/proposal that, to the best of his/her knowledge, no PWCS official or employee having official responsibility for the procurement transaction or member of his/her immediate family has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid/proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, recession of the contract, or recovery of the cost of the financial benefit from the contractor, recipient, or both.
- 62.2 Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with the bid/proposal or contract and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, PWCS, as a prerequisite to payment pursuant to the Contractor, or at any time may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- 62.3 In the event the Bidder/Offeror has knowledge of benefits as outline above, this information should be submitted with the bid/proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract the Bidder/Offeror shall address the disclosure of such facts to: Supervisor of Purchasing, Prince William County Public Schools, P.O. Box 389, Manassas, VA 20108. The Invitation For Bid/Request for Proposal number shall be referenced in the disclosure.
63. **VIRGINIA FREEDOM OF INFORMATION ACT:** Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Any inspection of procurement transaction records under this provision shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 63.1 Cost estimates relating to a proposed transaction prepared by or for a public body shall not be open to public inspection.
- 63.2 Any Bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening/receipt of all bids, but prior to award, except in the event that PWCS decides not to accept any of the bids and to re-solicit. Otherwise, bid records shall be open to public inspection only after award of the contract.
- 63.3 Bids and proposal records shall be open to the public only after award.
- 63.4 Any offeror who responds to an RFP shall be afforded the opportunity to inspect proposal records upon request within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event PWCS decides not to accept any of the proposals and to re-solicit.
- 63.5 Trade secrets or proprietary information submitted by any bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application shall not be subject to public disclosure under the Virginia Freedom of Information Act if the bidder, offeror, or Contractor invokes the protection of Code of Virginia section 2.2-4342 F, in writing

prior to or upon submission of the data or other materials, identifies the data or other materials to be protected, and states the reasons why protection is necessary.

- 63.6 Nothing contained in this section shall be construed to require PWCS to furnish a statement of the reason(s) why a particular bid/offer was not deemed to be the most advantageous to PWCS.
64. **INCLEMENT WEATHER:** Due to inclement weather conditions, PWCS may elect to close schools and administration offices. The following is an explanation of the policy:
- CODE GREEN:** All PWCS schools are closed. Administration offices are opened.
- CODE RED:** All PWCS schools are closed. Administration offices are closed.
- CODE ORANGE:** PWCS schools closed or delayed. Employees work remotely.
- 64.1 In the event of a delay school opening, all times shall remain as stated in the Invitation for Bid/Request for Proposal.
- 64.2 In the event that PWCS closes on a CODE GREEN, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held as scheduled.
- 64.3 In the event that PWCS closes on a CODE RED or CODE ORANGE, any optional/mandatory pre-bid/proposal conference and all bid/proposal openings will be held on the next business day the PWCS experiences a normal opening, a delayed opening, or a school closing on a CODE GREEN, at the time previously scheduled. No exceptions will be made in this matter.

BIDDER/CONTRACTOR REMEDIES

65. **DELIVERY/SERVICE FAILURES:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by PWCS, or failure to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by PWCS, shall constitute grounds for PWCS to "Cover" by purchasing in the open market articles or services of comparable grade or quality to replace the services or articles rejected or not delivered. On all such purchases, the Contractor shall reimburse PWCS, within a reasonable time specified by PWCS, for any expense incurred in excess of contract prices, or, in PWCS's sole discretion, PWCS shall deduct the cost of Cover from any amounts due to Contractor. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, PWCS reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by PWCS.
66. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of act including claims for money or other relief as a result of a contract with PWCS which is not disposed of by agreement shall be declared by the Supervisor of Purchasing, who shall reduce a decision to writing and mail or otherwise forward a copy thereof to the Contractor within ten (10) days. The decision of the Supervisor of Purchasing shall be final and conclusive unless the Contractor appeals within ten (10) days of receipt of the written decision. Contractual claims,

whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, as a condition precedent to consideration of the claim, the Contractor must give written notice of the intention to file such a claim at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment.

67. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder may protest the award or decision to award a contract by submitting a protest in writing to the Supervisor of Purchasing no later than ten (10) calendar days after public notice of the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten (10) calendar days after posting or publication of the notice of such contract. The written protest shall include the basis for the protest and the relief sought. The Supervisor of Purchasing shall issue a decision in writing within ten (10) calendar days of the receipt of the protest stating the reasons for the action taken. Any offeror may protest the award or decision to award a contract by submitting a protest in writing to PWCS, or an official designated by PWCS, no later than ten (10) calendar days after the award or the announcement of the decision to award, whichever occurs first.
- 67.1 If prior to award it is determined that the decision to award is arbitrary or capricious then the sole relief shall be a finding to that effect. The Supervisor of Purchasing shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by PWCS. Where the award has been made and performance has begun, the Supervisor of Purchasing may declare the contract void upon a finding that this action is in the best interest of PWCS. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- 67.2 Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this paragraph shall not be affected by the fact that a protest or appeal has been filed.
- 67.3 An award need not be delayed for the period allowed a Bidder to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.
68. **EXHAUSTION OF ADMINISTRATIVE REMEDIES:** No potential Bidder or Contractor shall institute any legal action until all administrative remedies available under this

solicitation and resulting contract have been exhausted and until all statutory requirements have been met.

69. **FORCE MAJEURE EVENT:** If an event that is beyond the reasonable control of a Party and cannot be prevented with reasonable care of the affected Party, including but not limited to natural disasters, war and riot, provided that, any shortage of credit, capital or finance shall not be regarded as an event beyond the reasonable control of a Party. In the event that the

occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, the affected Party shall not be liable for any obligations hereunder only for such delayed or prevented performance. The affected Party who seeks to be exempt from the performance obligation under this Agreement or any provision hereof shall inform the other Party, without delay, of the exemption of obligation and the approaches that shall be taken to complete performance.



Appendix C, Exhibit A

Response for National Cooperative Contract

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services. [See Tab 3](#)
- B. Total number and location of salespersons employed by Supplier. [See Tab 7](#)
- C. Number and location of support centers (if applicable) and location of corporate office. [See Tab 1](#)
- D. Annual sales for the three previous fiscal years. [2022 = \\$11.2 Billion, 2021 = \\$11 Billion 2020 = \\$10.1 Billion](#)
 - a. Submit FEIN and Dunn & Bradstreet report.

FEIN = 54-0118110

Dunn & Bradstreet Report: too large to include as attachment to email. This can be shared either by providing to you on a USB drive or trying to share through Microsoft Teams as an attachment. Please advise which method you prefer.

- E. Describe any green or environmental initiatives or policies.

Link to Sustainability Report:

<https://esg.advanceauto.us/Home/default.aspx>

Also, MSDS sheets on products we sell can be found here: <https://www.aapmsds.com/>

- F. Describe any diversity programs or partners Supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. [Advance takes pride in hiring without regard of race, color, ethnicity, religion or sex. Our DE&I department steers a culture of inclusiveness and diversity that is a cornerstone of how we support our Team Members. Advance is currently working on a Supplier Diversity program, which we expect to launch in 2024.](#)
- G. Indicate if Supplier holds any of the below certifications in any

classified areas and include proof of such certification in the response:

a) Women Business Enterprise

Yes No

If yes, list certifying agency:

b) Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c) Historically Underutilized Business (HUB) Yes No

If yes, list certifying agency: _____

d) Historically Underutilized Business Zone Enterprise (HUBZone) Yes No

If yes, list certifying agency: _____

e) Other recognized diversity certificate holder Yes No

If yes, list certifying agency: _____

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency. *Advance does not intend to use subcontractors to fulfill this contract.*

Describe how Supplier differentiates itself from its competitors. *Advance has a 12-year history of consistently growing sales to government agencies through the OMNIA Partners (formerly U.S. Communities) program. We've invested in sales training through both our company-owned and independently-owned store channels. We have spent considerable time and money developing sales materials (printed flyers, brochures, etc.), streaming podcasts about OMNIA Partners and the government selling process. We've partnered with OMNIA on marketing through several channels, such as: at NIGP and other trade shows, through the microsite on their website and on our own intranet. We believe the momentum we have going in growing this program is the greatest differentiator between Advance and other auto parts retailers.*

- I. Describe any present or past litigation, bankruptcy or reorganization involving Supplier. *Advance has never filed bankruptcy and is not currently involved in any litigation or reorganization that would impact our ability to sell auto parts to the lead agency or any other participating*

public agencies.

- J. Felony Conviction Notice: Indicate if the Supplier
- a. is a publicly held corporation and this reporting requirement is not applicable; [NYSE: AAP](#)
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- K. Describe any debarment or suspension actions taken against Supplier [None](#)

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by Supplier. [See Tab 2 for line card and Tab 7 for login credentials to view online catalog showing full offering.](#)
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas. [Advance and our Independent partners have a presence in all 50 states and Puerto Rico. Advance uses a hub and spoke distribution model. Products are received at over 40 distribution centers strategically located throughout the U.S. D.C.'s ship daily to Hub Stores and to the retail stores. Throughout our network at any given time, Advance may have as much as \\$4 Billion of inventory on hand throughout this network.](#)
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement. [Advance uses contract pricing for the OMNIA Partners program. This means that set pricing is locked in for an agreed upon period of time and only updated per the terms of the agreement between the parties or an amendment to the agreement. Participating government agencies are assigned the OMNIA pricing when their account is set up, thereby ensuring they are all getting the same contracted pricing. Pricing can be verified by using the login credentials provided in Tab 7 to view the online catalog. There they will see the price before the discount was applied and the net price after the discount is applied.](#)
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user. [Advance, its affiliates listed in Tab 1, and its' independently-owned stores will be fulfilling the requirements of this contract.](#)

- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable. [Distribution Centers List included as an excel file in email 2 of 3 of bid submittal.](#)

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days [Advance's leadership has always supported our partnership with OMNIA Partners. If/when a new contract is duly executed, an internal announcement will be made, which will no doubt be cause for great celebration amongst our stores, sales teams and support center team members, as this government sales program, through significant efforts, has become part of Advance's culture.](#)
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days [Training has always been on-going. Part of our new sales team member on-boarding is a section on the OMNIA program. Additionally, we conduct virtual and in-person training with our company and independent team members regularly. OMNIA Partners has participated in many of these and we will continue to include them as appropriate.](#)
- 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. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - ii. Design, publication and distribution of co-branded marketing materials within first 90 days. [Advance will update our current marketing materials with the new contract number and will distribute to existing customers.](#)
 - iii. Consider attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows,

conferences and meetings throughout the term of the Master Agreement. Advance has already reserved booth space at the NIGP national conference in Louisville and we routinely participate in local events to grow public sector sales.

- iv. Consider attending, exhibiting and participating at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. Advance has exhibited every year since 2011 when our first cooperative agreement went into place.
 - v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Advance works with OMNIA's Marketing team on all advertising they recommend. We have a great working partnership.
 - vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) At minimum, Advance meets monthly with OMNIA Partners' Marketing team to discuss strategy and develop new pieces to promote the contract. We intend to continue this if we are awarded another contract.
 - vii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements. Being as OMNIA Partners is the only cooperative contract currently held by Advance and being as all participating public agencies are already on the program, there isn't any transitioning to be done. This will allow us to continue our forward momentum on growing sales.

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. [Acknowledged.](#)
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- [Advance's sales literature does cover these points.](#)
- F. Confirm Supplier will train 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 OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- [Advance has multiple PowerPoint decks prepared for training sales team members of varying levels on how to sell the OMNIA program. We hold numerous training sessions, both in-person and via Teams meetings. We also create login credentials and train team members on using OMNIAConnect.](#)
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support [Mark Mills](#), VP Strategic Accounts mark.mills@advance-auto.com 770-362-4422
 - ii. Marketing [Michael Davidson](#), Business Development Manager, 919-816-7149 michael.davidson@advance-auto.com
 - iii. Sales [Shari Vergara](#), Director of Business Development, 952-412-4481 shari.vergara@advance-auto.com
 - iv. Sales Support [Laura Payne](#), Sr. Mgr. laura.payne@advance-auto.com 954-383-2369
 - v. Financial Reporting [Nagarjuna Katrapally](#), Senior Accounting Analyst

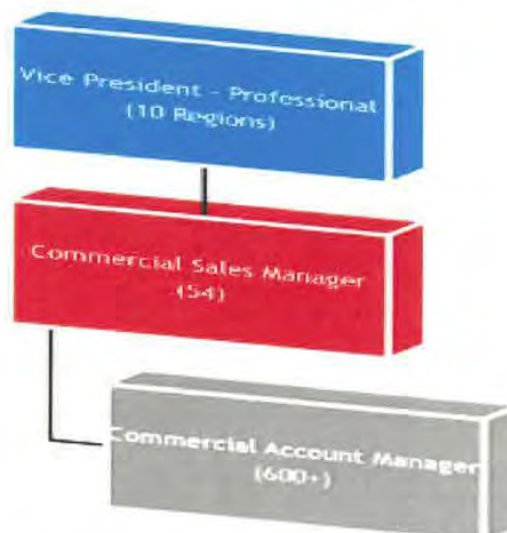
- vi. Nagarjuna.katrapally@advance-auto.com
Accounts Payable Nagarjuna Katrapally, Senior Accounting Analyst
Nagarjuna.katrapally@advance-auto.com
- vii. Contracts Laura Payne, Senior Manager, Bids and Contracts
laura.payne@advance-auto.com 954-383-2369

OMNIA's primary point of contact for all matters is Laura Payne, Sr. Manager Bids and Contracts 954-383-2369 laura.payne@advance-auto.com

- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

The field sales channel goes like this: Advance stores have an outside salesperson called a Commercial Account Manager (CAM) who is front line to the customer calling on their maintenance shops. CAM's report to a Commercial Sales Manager (CSM). Each CSM has about 5-7 CAM's on their team. CSM's report to a Regional Vice President of Pro Sales (VPP) who reports to a Senior VP of Pro Sales. SVP's report to Bob Cushing, Executive VP of Professional Sales.

The Strategic Accounts sales channel goes like this: There's a Public Sector Sales Manager for each region. They report to Shari Vergara, Sales Director for the OMNIA program. Shari reports to Mark Mills, VP Strategic Accounts who reports to Todd Sanders, SVP Strategic Accounts who reports to Bob Cushing, EVP of Pro Sales.



- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program. Sales leads should be communicated to the lead referral manager, Laura Payne, who partners with Shari Vergara and her specialty public sector sales managers. Those managers will follow through on all

leads and will engage the local store sales team as needed.

- I. Explain in detail how Supplier 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, timely contract administration, etc. Advance currently has a regular cadence of weekly, monthly and quarterly sales calls and meetings with various OMNIA Partners team members on varying aspects of the program. We strategize and proactively implement new initiatives. We have a strong history of sales growth. We are on target to grow sales this year by another 9%. As for contract administration, this is handled by Laura Payne at our headquarters in Raleigh.



- J. State the amount of Supplier’s Public Agency sales for the previous fiscal year. **\$91.8 Million**

Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Account Name	Prior Year Sales	YTD Sales	CSM	Account Ov
Metro Government OFM Heavy	2041405.45	749601.88	Phil Hodge	Elvis Dzafic
Shenandoah Fleet - Montgomery County Contract	583014.03	395028.61	Roy Tayman	Dennis Molina
Shenandoah Fleet - Allegheny County Contract	608390.96	311943.22	Paul Berggren	Tim Bukowsk
CENTRAL CAROLINA COMMUNITY COLLEGE EMERGENCY TRA	419395.41	243301.24	David Henderson	Donnie Hall
Maara Corp.	297290.76	175882.56	Nestor Arocho	Isaac Bermuc

Metro Government OFM Light	211301.2	137036.22	Phil Hodge	Elvis Dzafic
CITY OF MONTGOMERY	218779.72	126038.12	Derek John	James Hicks
CITY OF CORPUS CHRISTI FLEET MAINTENANCE	237760.72	120326.74	Mark Gonzalez	Darrell Salina
CITY OF EL PASO FLEET SERVICES	205761.41	116750.71	Mark Gonzalez	Ramon Alvarez
City of Austin Service Ctr 5	155307.37	107595.09	Tyson Oguin	Rene Espinoza
Spartanburg Regional Medical Health Services	219959.34	106805.08	Steven Mucci	Aaron Fiddne
SALT RIVER PIMA MARICOPA INDIAN COMMUNITY	31811.03	105659.71	Neiman Porter	Steve Acevec
City of Raleigh - Wake Forest Rd	144587.85	103893.83	Rod Galligan	Douglas Grint
Loudoun County Garage Parts Dept	263426.3	101210.54	Tony Moore	Jared Johnson

- K. Describe Supplier'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.

Advance has the capability to accept standard call in orders, online orders, and we have PunchOut/EDI capabilities. Payments can be made through the store, check by mail, PCard, and ACH.

- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

While we won't guarantee a set amount of sales, we can say that we have a strategy and a training program in place to continue the forward momentum of the sales.

- M. Even though it is anticipated 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 OMNIA Partners).

- 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 OMNIA Partners 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 OMNIA Partners).
- 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.
- v. Respond to solicitation with equal or higher pricing, but do not pay OMNIA administration fee if said agency conducts their own bid is not a participating public agency or their bid is not associated with the Master Agreement.

Detail Supplier's strategies under these options when responding to a solicitation.

Advance has been following i.-iv. since the inception of the relationship with OMNIA. We would like to add v.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal 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 A** and incorporated herein by reference as though fully set forth herein, for the purchase of Automotive Parts and Accessories for Light, Medium, Heavy Duty Vehicles and Related Products and Services (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 OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as **Exhibit B**) (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 OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners 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 OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners 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.

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

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

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal 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 Principal 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. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

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

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees

that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

TERM OF AGREEMENT; TERMINATION

9. 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 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners 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.

NATIONAL PROMOTION

10. OMNIA Partners 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 OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) 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 Principal Procurement Agency and OMNIA Partners. 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 OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (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.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal 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 OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners 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 OMNIA Partners designated financial institution identified in Exhibit D. 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' 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. OMNIA Partners, or its designee, in OMNIA Partners' 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 OMNIA Partners receives such report. In addition, OMNIA Partners 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 OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

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 OMNIA Partners 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 OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, 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 OMNIA Partners.

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. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

M. 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.

N. 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 OMNIA Partners, 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 Delaware, 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.

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.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Signature

Sarah Vavra

Name

Name

Sr. Vice President, Public Sector

Contracting

Title

Title

Date

Date

Tab 5 – Value Added Products and Services

Advance owns Carquest Technical Institute. For a nominal fee, CTI offers both online and in-person instructor led training for technicians, including ASE certification prep.

<https://ctionline.com/>

Below are some of the capabilities of our training resources:

Easy-To-Use Learning Management System (LMS) - Track career path and progress towards certification completion with self-service dashboards allowing customers to manage their teams' training needs.

- Take courses online or participate in instructor-led virtual classes
- Find instructor-led classes near you
- Assign training, print certificates, and provide transcripts

Comprehensive Training Solutions for All Aspects of the Auto Repair Industry

- Comprehensive career paths
- OEM-specific technical training
- ASE certification preparation
- Advanced diagnostic training
- Robust management training program

Flexible Learning Formats

- Instructor-led in-classroom courses
- Instructor-led hands-on training
- Self-paced online training
- Instructor-led virtual classroom training
- 115 Technical instructor-led classroom courses
- 37 Technical online ASE Test Prep courses
- 80 OEM specific courses

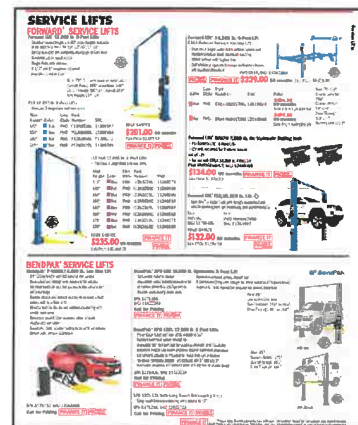
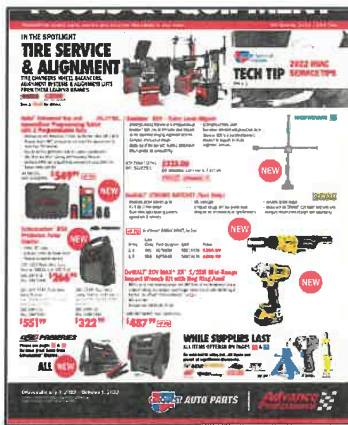


Inventory Stocking, Tools and Equipment, Loaner Tools

Advance provides many options for stocking products, with pre-selected assortments or customized inventories. These are a few pages from our current catalog.



Advance offers a complete line of tools and equipment. These are a few pages from our current catalog.



Customers also have access to Advance's "Loaner Tool" program that allows technicians to use special tools without having to purchase them. Below are just a few examples of tools available through our loaner program:

Brakes

648610
9 PC Double Flaring Tool Set - Kit 23



648622
Master Disc Brake Set - Kit 48



648990
Bubble Flaring Tool Set - Kit 55

Fuel & Transmission System

648399
6 PC Disconnect Tool - Kit 37



648650
Fuel & Trans Line Disc Set - Kit 59



648727
Master Disconnect Set - Kit 22

Engine

648615
Valve Spring Compressor - Kit 6



648625
Oxygen Sensor Socket Set - Kit 51



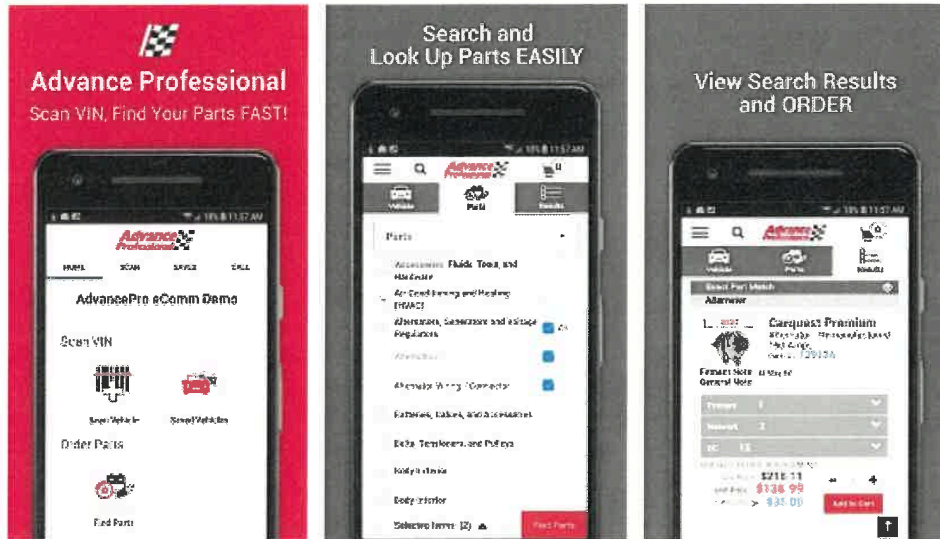
648637
Harmonic Puller/Install Set - Kit 12

AdvancePro and CarquestPro are online parts lookup and ordering systems that are free to all participating public agencies. Shops can contact their Advance or Carquest store for login credentials and start ordering through www.advancepro.com. (High speed internet required)

Features include:

- Access to the same catalog that is used in Advance's store system which includes Application Parts, Heavy Duty, Chemicals, Tools, and Accessories.
- Exhaust and Belt Routing Diagrams, Fluid Specifications, Labor Data, Steering and Chassis Diagrams

- Fully Integrated Mobile VIN Scan App available in Apple/Google Play
- Operates on Desktop, Tablet and Mobile Devices
- Available in English, Spanish and French



Tab 6 – References

Solicitation # R-LD-23013

CONTRACTOR DATA SHEET

1. **QUALIFICATION OF OFFEROR:** The Offeror shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: 92 _____ Years 6 _____ Months.
3. **REFERENCES:** Offerors shall provide a listing of at least three (3) references for which the company has provided specified goods/services of the same or greater scope within the past three (3) years. **PWCS cannot be a reference.**

1.	Customer Name: Wappingers Central School District	Contact Name: Barbara Mackson	Contact Title: Purchasing Agent
Address: 25 Corporate Park Drive Hopewell Junction, NY 12533		Phone No. 845-298-5000	
E-mail: barbara.mackson@wcsdny.org		Fax No. 845-896-1973	
2.	Customer Name: City of Austin	Contact Name: Craig Higdon	Contact Title: Fleet Contract Manager
Address: 714 E 8th Street Austin, TX 78701		Phone No. 512-978-1522	
E-mail: Craig.higdon@austintx.gov		Fax No.	
3.	Customer Name: Loudoun County Public Schools	Contact Name: Mark Maggitti	Contact Title: Central Vehicle Maintenance Fleet Mgr
Address: 21000 Education Court Ashburn, VA 20148		Phone No. 571-252-1711	
E-mail: mark.maggitti@lcps.org		Fax No.	



City of Austin Fleet Mobility Services Department
6800 Burleson Road, Bldg. 312 Suite 165-A
Austin, TX 78744-2325

June 23, 2023

To Whom It May Concern

The City of Austin Fleet Mobility has been glad to be doing business with Advance Auto Parts since at least 2012. We are looking forward to continuing with this relationship for years to come. The teams at Advance Auto Parts have provided commendable services over the years. They must be complimented that during the recent couple of years of manufacture and distribution issues in all industries Advance Auto Parts have found ways of providing our needs or communicated acceptably supply chain delays. Any invoicing concerns have been addressed and accurately met City of Austin Fleet Mobility acceptance.

With the provided pricing and dedicated service, we look forward to establishing our next contract with this fine business.

Sincerely,

Craig Higdon

Craig Higdon
Contract Management Specialist II
COA Fleet Mobility Services Department
6800 Burleson Road, Bldg. 312 Suite 165-A
Austin, TX 78744-2325
P: 512.978-1522
Craig.Higdon@austintexas.gov



Barbara Mackson • Purchasing Agent
25 Corporate Park Drive • P.O. Box 396 • Hopewell Junction, NY 12533 • (845) 298-5000 x40153 • Fax (845) 896-1973

June 15, 2023

To Whom It May Concern:

Subject: Reference Letter – Advance Auto Parts

It is my pleasure to provide a reference for Advance Auto Parts.. We are a large school district K-12. Advance Auto Parts has been one of our preferred vendors for several years. I can highly recommend them, as they have always provided reliable, courteous service and prompt delivery of quality products.

Sincerely yours,

A handwritten signature in blue ink that reads 'Barbara Mackson'.

Barbara Mackson
Purchasing Agent

Tab 7 – Products and Pricing

Automotive filters – 67% off list

Tools & Equipment – 35% off list

All other items sold by Advance – 50% off list

Pricing includes delivery unless an item is special ordered or expedited at the customer's request. In the event of a shipping fee, the cost is stated to the entity and approval is received prior to order placement. Actual shipping charges are passed through to buyer with no mark-up from Advance.

Pricing will be held through June 30, 2024. Advance Auto Parts Product Catalog and Pricing:

<https://my.advancepro.com/>

User name: shari.vergara@gmail.com

Password: Parts123

Core returns will be credited back to customer's account upon return to Advance.

There is no additional charge for warranties. Here is Advance's warranty policy:

<https://shop.advanceautoparts.com/o/warrantygeneral>

Advance's return policy is detailed here:

<https://shop.advanceautoparts.com/o/returns>

Advance's labor claim form:

https://my.advancepro.com/s/labor-claim-request?language=en_US

Independently-Owned Store Location List and Company-Owned Store Location Lists are included as excel attachments.

Tab 8 – Proprietary Information and Exceptions

No proprietary information is being submitted. See Exceptions on the following Pages - Attachment E

EXCEPTIONS TO RFP# R-LD-23013

ATTACHMENT E

**Automotive Parts and Accessories for Light, Medium, Heavy Duty
Vehicles and Related
Products and Services****Name of Offeror: Advance Stores Company, Incorporated****List any exceptions to RFP specifications / terms below:**

Section Title	Page Number	Explanation of exception and any proposed language
Performance Capability (TAB 4): 7.9.3.4.3	13	Proposed language: 7.9.3.4.3 Intentionally omitted. Explanation: We are not a federal contractor and we do not accept payment using federal funds so Exhibits F and G are not applicable.
Audit, 10.1	17	Proposed language: The Contractor(s) shall retain all books, records, and other documents relative to this contract for three (3) years after final payment. PWCS and its authorized agents shall have full access to and the right to examine any of said material during said period. Explanation: The revision only modifies the clause from a period of 5 years to 3 years for audit rights.
Availability of Funds, 10.3	17	Proposed language: 10.3 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that PWCS shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract. Provided however, that PWCS shall not use any federal funds to pay for goods or services procured under this contract. Explanation: We are not a federal contractor and we do not accept payment using federal funds. The addition of the last sentence is clarifying in nature.
Authorized Distributors/Dealers, 10.4	18	Proposed language: 10.4 AUTHORIZED DISTRIBUTORS/DEALERS: Except for Contractor's affiliates or as otherwise provided in the Executive Summary (Contractor's TAB 1 response), Contractor is

		<p>prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from PWCS. Contractor must notify PWCS each time it wishes to add an authorized distributor or dealer. Purchase order and payment can only be made to the Contractor unless otherwise approved by PWCS. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.</p> <p>Explanation: Some of our affiliates, as described in the Executive Summary, will service this RFP. This revision is clarifying in nature.</p>
<p>Certificate of Compliance, 10.5</p>	<p>18</p>	<p>Proposed language: 10.5 CERTIFICATE OF COMPLIANCE: By signing and submitting a proposal, the Offeror acknowledges that as a condition of any Contract awarded, when providing applicable services, the Offeror/Contractor must certify that, neither the Contractor, nor, at the time of initial hiring, any employee of the Contractor, nor any other person under Contractor's control and who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Offeror further acknowledges that such certification shall be binding on the Offeror/Contractor throughout the term of any Contract, including renewals or extensions, thereof, and agrees to provide notice to PWCS if Contractor has actual knowledge of any event which might render such certification untrue, including the arrest indictment, or investigation of any individual providing such services. The successful Offeror agrees to fully document and provide this Certificate of Compliance (Attachment C), if applicable.</p> <p>Explanation: Our employees will not be on school property during regular school hours and in direct contact with students. We conduct background checks at the time of initial hiring. We will provide notice if we have actual knowledge of any event that might render the certification untrue.</p>

Failure to Deliver, 10.6	18	<p>Proposed language: 10.1 FAILURE TO DELIVER: Failure to comply with the terms and conditions of this solicitation or failure to deliver goods and/or services identified in the solicitation and resulting contract at the firm-fixed prices quoted will be considered in default of the contract. Should the Contractor(s) be found in default of the contract as described in this Section 10.6, any excess direct cost which may result from default actions shall be at the expense of the Contractor(s).</p> <p>Explanation: These revisions are clarifying in nature.</p>
New Parts and Equipment, 10.12	20	<p>Proposed language: 10.12. NEW PARTS AND EQUIPMENT: Unless otherwise expressly stated in this solicitation, any parts, and equipment furnished under the contract shall be new and unused, unless refurbished or used parts are ordered or approved by the buyer.</p> <p>Explanation: These revisions are clarifying in nature and permit the buyer to purchase refurbished or used parts, if ordered/approved by the buyer.</p>
Samples, 10.17	21	<p>Proposed language: 10.17. SAMPLES: Samples are not anticipated to be requested for this solicitation, however, if requested, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that its provision of all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.</p> <p>Explanation: The revision is clarifying in nature and further describes Advance's role in the provision of products.</p>
Protection of Persons and Property, 10.18.5.4	22	<p>10.18.4 In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work</p>

		<p>shall be determined as provided in the contract.</p> <p>Explanation: The revision is clarifying in nature and further describes Advance's role in the provision of products.</p>
Protection of Persons and Property, 10.18.5.5	22	<p>Proposed language: 10.18.5.5 In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, the Contractor, without special instruction or authorization from PWCS, is hereby permitted to act, at its discretion, to prevent threatened loss or injury, be instructed or authorized to act by PWCS. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in the contract.</p> <p>Explanation: The revision is clarifying in nature and further describes Advance's role in the provision of products.</p>
Protection of Persons and Property, 10.18.5.6	22	<p>Proposed language: 10.18.5.6 Any damage to existing utilities, equipment or finished surfaces resulting directly from the performance of this contract by Contractor shall be repaired to PWCS' reasonable satisfaction at the Contractor's expense.</p> <p>Explanation: The revision is clarifying in nature and further describes the parties' roles.</p>
Guarantee of Work, 10.18.6.4	23	<p>Proposed language: 10.18.6.4 Make good on all damage to the structure, site, equipment or contents thereof, which is the direct result of proper use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract.</p> <p>Explanation: The revision is clarifying in nature and further describes the parties' roles.</p>
Guarantee of Work, 10.18.6.7	23	<p>10.18.6.7 If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, PWCS may have the defects corrected and the Contractor shall be liable for all direct costs incurred by PWCS.</p> <p>Explanation: The revision is clarifying in nature and further describes remedies under this section.</p>

Certificate of Compliance	26	<p>Proposed language: As a condition of contract award, Contractor/Vendor providing contracted services shall execute this document certifying that neither the Contractor nor, at the time of initial hiring, any employee of the Contractor, nor any other person under the control of Contractor, who will provide services under the Contract and will have direct contact with students on school property during regular school hours or school-sponsored activities, has been convicted of a felony or any offense involving the sexual molestation, physical or sexual abuse or rape of a child or a barrier crime as defined and regulated under VA statutes 19.2-392.02 and 63.2-1719 through 1725 as applicable.</p> <p>Contractor/Vendor acknowledges that, pursuant to the Code of Virginia §22.1-296.1 (A), any person making a materially false statement on this certification, shall be guilty of a Class 1 misdemeanor, and upon conviction, the fact of such conviction shall be grounds for revocation of the contract or purchase order.</p> <p>Explanation: The revision is clarifying in nature and ensures consistency with Section 10.5, above.</p>
Appendix B, Prince Williams County Schools General Terms and Conditions, Anti-Discrimination, 31.4	33	<p>Proposed language: Removal of 31.4.</p> <p>Explanation: We cannot certify that every P.O. over \$10,000 we submit will comply with these requirements.</p>
Appendix B, Prince Williams County Schools General Terms and Conditions, Guarantees & Warranties, 36.	34	<p>Proposed language: GUARANTEES & WARRANTIES: All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to PWCS before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies. LIMITATION OF WARRANTY AND LIABILITY. Contractor shall make available all applicable manufacturer warranty documentation to PWCS. Product warranties are provided at, https://shop.advanceautoparts.com. CONTRACTOR MAKES NO WARRANTIES OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS CONTRACT, AND CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES,</p>

		<p>WHETHER EXPRESS OR IMPLIED AND WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.</p> <p>Explanation: This revision is clarifying in nature and includes Advance's standard warranty language. This revision further clarifies the parties' roles in performance of this agreement.</p>
Appendix B, Prince Williams County Schools General Terms and Conditions, Termination for Cause/Default, 40-40.1	34	<p>Proposed language: 40. TERMINATION FOR CAUSE/DEFAULT: Either party may terminate this contract for cause under the following circumstances: 40.1 If, through any cause, either party fails to fulfill in a timely and proper manner their obligations under the contract, or if either party violates any of the covenants, agreements, or stipulations of the contract, the non-breaching party shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall at the option of PWCS, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.</p> <p>Explanation: This revision modifies this provision to be mutual for both parties. This is not an exclusive contract and so the remedies were modified.</p>
Appendix B, Prince Williams County Schools General Terms and Conditions, Termination for Cause/Default, 40.2	34	<p>Proposed language: 40.2 Notwithstanding the above, the breaching party shall not be relieved of liability to non-breaching party for damages sustained by the non-breaching party. PWCS may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to PWCS from the Contractor is determined.</p> <p>Explanation: Except for set off rights, which remain the same as initially proposed, this revision modifies this section to be mutual for both parties.</p>

Appendix B, Prince Williams County Schools General Terms and Conditions, Drug-free Workplace, 43.2-43.4	35	Proposed language: Removal of 43.2; 43.3; and 43.4. Explanation: We cannot certify compliance with 43.2 – 43.4.
Appendix B, Prince Williams County Schools General Terms and Conditions, Funding, 45	35	45. FUNDING: The obligation of PWCS to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the PWCS School Board to satisfy payment of such obligations, provided Contractor will not be paid using federal funds. The County’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and PWCS will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. PWCS will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the PWCS School Board. However, PWCS’s failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated. Explanation: We are not a federal contractor and we do not accept payment using federal funds. The addition to this provision is clarifying in nature.
Appendix B, Prince Williams County Schools General Terms and Conditions, General Guaranty, 57.3-57.4	36	Proposed language: Removal of 57.3-57.4. Explanation: These revisions were made for consistency purposes, to align Advance’s guarantees with other provisions made within the document.
Appendix B, Prince Williams County Schools General Terms and Conditions, Indemnification, 60	37	Proposed language: INDEMNIFICATION: Contractor shall indemnify, keep and save harmless PWCS, its agents, officials, employees and volunteers against third party claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against PWCS as a consequence of the granting of a contract or which may otherwise result directly therefrom, if the act was caused through negligence, or reckless or intentional misconduct (or, in the case of intellectual property rights, by any intentional act done without proper permission) of the Contractor or his or her

		<p>employees, or that of the Contractor’s subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefrom; and if any judgment shall be rendered against PWCS in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend PWCS as herein provided.</p> <p>Explanation: These revisions are clarifying in nature and further clarifies the parties’ roles in performance of this agreement.</p>
<p>Appendix B, Prince Williams County Schools General Terms and Conditions, Non-liability, 61</p>	<p>37</p>	<p>Proposed language: 61. NON-LIABILITY: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract. IN NO EVENT WILL CONTRACTOR BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY CLAIMS OF LOST PROFITS OR LOST OPPORTUNITY.</p> <p>Explanation: This revision was made for consistency purposes, to align Advance’s disclaimer/warranty with other provisions made within the document.</p>
<p>Appendix C</p>	<p>40</p>	<p>We understand the OMNIA Partners documents such as the Example Admin Agreement is a sample only. Advance and OMNIA will discuss the terms of their agreement separately from this RFP proposal.</p>

RETURN THIS PAGE WITH YOUR PROPOSAL (TAB 8)

Tab 9 – Other Information

Since PWCS is allowing non-OMNIA vendors to bid and not pay OMNIA the admin fee on sales to the lead agency, will OMNIA forego their admin fee on sales to PWCS to put Advance at a level playing field with the other bidders?

In the event the contract is multi-awarded, Advance would like to be at equal to or greater status than other awarded suppliers. We want to be in a primary position in marketing, advertising, sales team mind-share, etc.

We understand the OMNIA Example Admin Agreement is a sample only. Advance and OMNIA will discuss the terms of their agreement, including how the admin fee is structured, separate from this RFP proposal.

We look forward to enhancing our relationship with OMNIA Partners through the lead agency contract with Prince William County Schools and to helping serve Participating Public Agencies in new and exciting ways!

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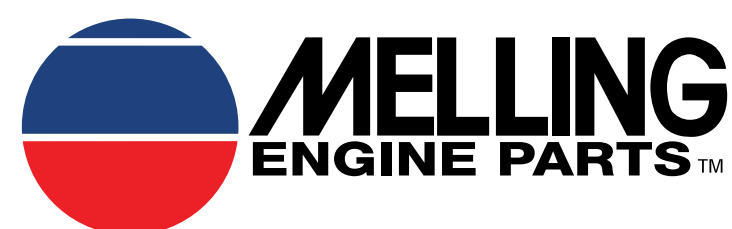
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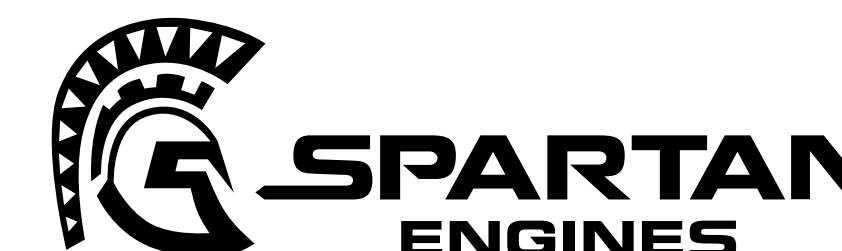
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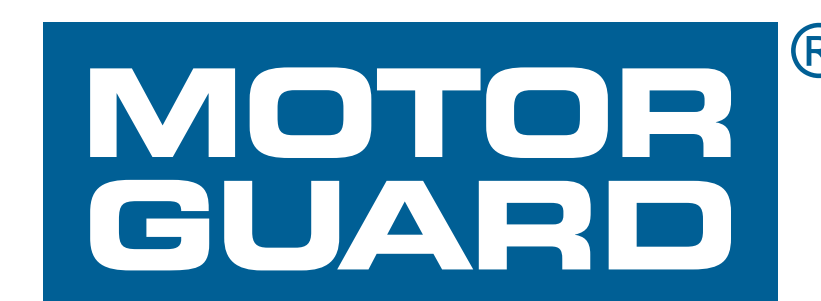
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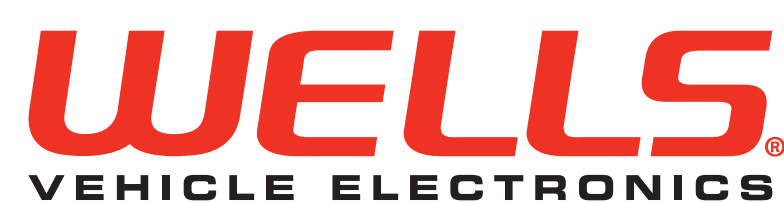
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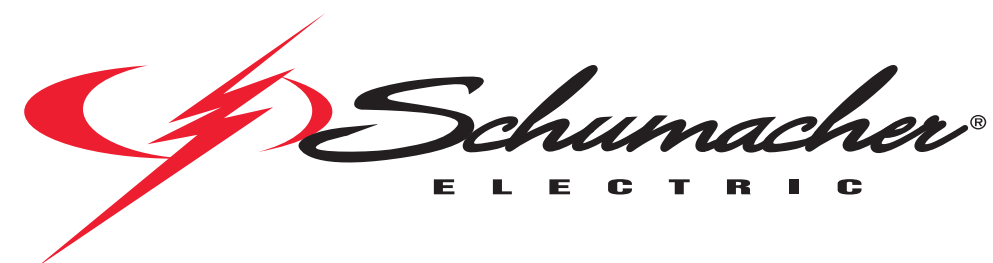


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www.stanleyengineeredfastening.com/brands/optia/heli-coil

Drill Accessories, Rivets and Extractors



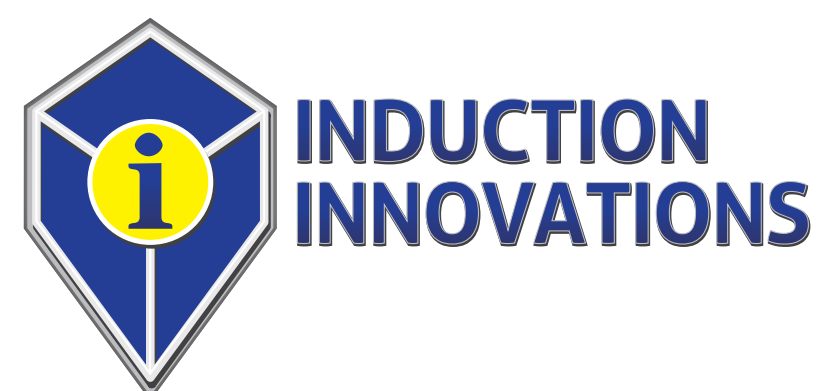
www.hofmann-equipment.com/en-us

Brake Tools, Wheel Service

Homak®

www.homak.com

Tool Storage



www.theinductor.com

Induction Heater Tools



www.ingersollrandproducts.com

Air Compressors, Air Tools and Accessories, Power Tools



www.irwin.com

Hand and Specialty Tools



www.johndow.com

Grease/Lube Tools



www.kentool.com

Tire Repair Tools



www.lanair.com

Shop Heating/Cooling

LAUNCH

www.launchtechusa.com

Diagnostics



www.legacymfg.com

Grease/Lube Tools

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www.lincolnindustrial.com

Air Tools and Accessories, Grease/Lube Tools



www.lislecorp.com

Hand and Specialty Tools



www.us.mahle.com

Service Machines



www.midtronics.com

Battery Tools



www.miltonindustries.com

Air Tools and Accessories, Tire Repair Tools



www.milwaukee.com

Power Tools



www.motorvac.com

Service Machines



www.omegalift.com

Lifting Equipment



www.otctools.com

Heavy Duty Diagnostic Tools



www.lubrimatic.com

Grease Guns, Fluid Pumps, Grease and Lube Accessories



www.portacool.com

Shop Cooling



www.powermate.com/air_compressors

Air Compressors

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www.procutusa.com

Brake Tools



www.advancepro.com

Air Tools and Accessories



www.bendpak.com

Wheel Service



www.redlinedetection.com

Diagnostic Leak Protection



www.robinair.com/automotive

Service Machines



www.rotarylift.com

Lifting Equipment, Wheel Service



www.samsoncorporation.com

Air Tools and Accessories, Grease/Lube Tools



www.cloreautomotive.com

Battery Tools



www.sureshotsprayer.com

Compressed Air Fluid Sprayers



www.surrauto.com

Cooling and Brake Fittings/Tools



www.texa.com

Diagnostics



www.tuthill.com

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888-364-3577
www.3M.com

Body Fillers, Brake Cleaners, Fiberglass Repair,
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888-346-7888
www.ameriseal.us

Weatherstripping

410-773-7800
www.apextoolgroup.com

Body Tools/Accessories

855-797-7975
www.barsleaks.com

Leak Repair, Transmission Treatments

800-858-6605
www.blastercorp.com

Lubricants, Penetrants and
Maintenance Chemicals

800-323-5440
www.peakhd.com

Diesel Additives

888-863-0426
www.gobdp.com

Cooling System Repair, Fluid Oil System
Repair, Transmission Treatments

888-364-3577
www.3m.com

Body Fillers, Body Tools/Accessories

888-715-3616
www.boschautoparts.com

Wiper Blades

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www.advancepro.com

Carquest · Carquest Wearever · Carquest XtraClear Wipers

Brake Cleaner, Brake Fluid, Headlights/Forward Lighting, Wiper Blades

800-556-5074
www.crcindustries.com

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800-247-3270

www.duplicolor.com

Body Tools/Accessories

513-489-7600

www.evercoat.com

Body Fillers, Fiberglass Repair

877-280-5965

www.advancepro.com

Engine Degreaser, Diesel Additives, Gear Oil, Grease, Hydraulic Fluid, Power Steering Fluid

877-376-2839

www.permatex.com

Hand Cleaners

800-321-9647

www.gojo.com

Hand Cleaners



800-966-3458

www.gorillatough.com

Tape and Adhesives

877-464-4865

www.gunk.com

Brake Parts Cleaners, Engine Degreasers

888-898-7834

www.itape.com

Tape and Adhesives

800-530-6935

www.k-100.com

Diesel Additives



800-556-5074

www.crcindustries.com/products/k-w.html

Transmission Treatments

704-821-7643

www.liquidwrench.com

Lubricants, Penetrants and Maintenance Chemicals

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800-333-5823

www.lubegard.com

Transmission Treatments



800-342-2512

www.lucasoil.com

Fuel and Oil Additives, Gear Oil, Grease,
Power Steering Fluid/Treatment,
Transmission Treatments



909-822-3288

www.maxzone.com

Crash Parts, Headlights/Forward Lighting



800-662-4525

www.mobil.com

Gear Oil, Grease



800-336-3575

www.dormanproducts.com

Body Hardware



800-364-5483

www.optronicsinc.com

Auxiliary Lighting, Trailer Lighting



800-526-4066

www.pentosin.net

Antifreeze/Coolant, Brake Fluid,
Hydraulic Fluid



877-376-2839

www.permatex.com

Adhesives, Compounds, Sealants,
Specialty Maintenance



877-376-2839

www.perfectequipment.com/us

Adhesives, Compounds, Sealants,
Specialty Maintenance



800-643-9089

www.powerservice.com

Diesel Additives



888.269.0750

www.prestone.com

Antifreeze/Coolant, Brake Fluid,
Power Steering Fluid/Treatment



855-888-1990

www.rainx.com

Washer Fluid, Wiper Blades

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800-345-6572

www.rislone.com

Transmission Treatments



952-938-4811

www.seafoamsales.com

Fuel and Oil Additives,
Transmission Treatments



888-457-5463

www.slime.com

Tire and Wheel

STRONGARM

888-565-9632

www.strongarmliftsupports.com

Lift Supports



888-464-7871

www.stp.com

Diesel Additives, Fuel and Oil Additives

SYLVANIA
Automotive

800-544-4828

www.sylvania.com

Auxiliary Lighting, Driving Lights,
Headlights/Forward Lighting

TECHRON

800-582-3835

www.techron.com

Diesel Additives, Fuel and Oil Additives

TRICO

888-565-9632

www.tricoproducts.com

Wiper Blades



800-832-6825

www.valvoline.com

Brake Cleaners, Brake Fluid, Gear Oil, Grease,
Lubricants, Penetrants and Maintenance
Chemicals, Power Steering Fluid/Treatment



888-324-7596

www.wd40.com

Lubricants, Penetrants and
Maintenance Chemicals

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seal**

888-324-7596

31inc.com/

Lubricants, Penetrants and
Maintenance Chemicals



877-I BUY ZEP

www.zep.com

Hand Cleaners

6/27/23, 3:44 PM

VIRGINIA - SCC

Entity Information

Entity Information

Entity Name: ADVANCE STORES COMPANY, INCORPORATED
Entity ID: 00343178

Entity Type: Stock Corporation
Entity Status: **Active**

Series LLC: N/A
Reason for Status: Active and In Good Standing

Formation Date: 06/17/1929
Status Date: 04/17/1984

VA Qualification Date: 06/17/1929

Period of Duration: Perpetual

Industry Code: 0 - General
Annual Report Due Date: N/A

Jurisdiction: VA
Charter Fee: \$600.00

Registration Fee Due Date: Not Required

Registered Agent Information

RA Type: Entity
Locality: RICHMOND CITY

RA Qualification: BUSINESS ENTITY THAT IS AUTHORIZED TO
TRANSACTION BUSINESS IN VIRGINIA

Name: CORPORATION SERVICE COMPANY
Registered Office Address: 100 Shockoe Slip Fl 2, Richmond, VA, 23219 -
4100, USA

Principal Office Address

Privacy Policy (<https://www.scc.virginia.gov/privacy.aspx>) - [Contact Us](#)

Address: 4200 Six Forks Rd, Raleigh, NC, 27609 - 2680, USA

(<https://www.scc.virginia.gov/lookup/contact.aspx>)

6/27/23, 3:44 PM

VIRGINIA - SCC

(https://www.scc.virginia.gov/cis/cis_contact.aspx)

(<https://www.facebook.com/VirginiaStateCorporationCommission>)

Principal Information

(<https://twitter.com/VASateCorpComm>)

Title	Director	Name	Address	Last Updated
Vice President, Secretary, General Counsel	Yes	TAMMY M FINLEY	4200 SIX FORKS RD, Raleigh, NC, 27609, USA	06/07/2022
Vice President, Chief Financial Officer	Yes	JEFFREY W SHEPHERD	4200 SIX FORKS RD, Raleigh, NC, 27609, USA	06/07/2022
President, Chief Executive Officer	Yes	THOMAS R GRECO	4200 SIX FORKS RD, Raleigh, NC, 27609, USA	06/07/2022
Vice President, CAO, Controller	No	WILLIAM PELLICCIOTTI	4200 SIX FORKS RD, Raleigh, NC, 27609, USA	06/07/2022

Current Shares

Total Shares: 5000

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[RA History](#)

[Name History](#)

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Advance Stores Company, Incorporated	
2 Business name/disregarded entity name, if different from above Advance Auto Parts	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 4200 Six Forks Rd	Requester's name and address (optional)
6 City, state, and ZIP code Raleigh, NC 27609	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	4	-	0	1	1	8	1	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/3/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications and affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLA accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**EXHIBIT B
INSURANCE REQUIREMENTS**

Not Applicable

Pricing available upon request.

EXHIBIT D
SPECIAL FUNDING TERMS AND CONDITIONS

Not Applicable