

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION TO AWARD A CONTRACT TO FACTORY MOTOR PARTS FOR PARTS
INVENTORY CONTROL SERVICES FOR FLEET OPERATIONS

Resolution 2014-157

WHEREAS, Proposals were opened on August 29, 2013, to consider providers for Parts Inventory Control Services for Fleet Operations; and,

WHEREAS, Factory Motor Parts submitted the lowest most responsible proposal to perform the service for 35% above landed cost for an approximate per year award of \$600,000.00; and,

WHEREAS, the Adams County Fleet Operations recommends awarding the Parts Inventory Control Services to Factory Motor Parts; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract be awarded to Factory Motor Parts for 35% above landed cost for an approximate yearly award amount of \$600,000.

BE IT FURTHER RESOLVED that the Chairman is hereby authorized to sign the contract with Factory Motor Parts after approval as to form is completed by the County Attorney's Office.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry	_____	Aye
Tedesco	_____	Aye
Hansen	_____	Excused

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 31st day of March, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 5th day of may 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Factory Motor Parts, located at 1380 Corporate Center Curve, Egan, MN 55121, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2013.178 and the Contractor's response to the RFP 2013.178 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: Thirty Five Percent (35%) margin on the lowest landed on-site cost.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3.Workers' Compensation Insurance: Per Colorado Statutes

8.4.Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5.Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6.Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7.Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8.Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. TERMINATION:

9.1. If, through any cause, Either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the covenants, conditions, or stipulations of this Agreement, the non-violating party shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the violating party of such termination and specifying the

effective date thereof.

- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) Immediately upon hand delivery; or (3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)
Contact: Richard Stark
Address: 4955 East 74th Ave
City, State, Zip: Commerce City, CO 80022
Phone: 303-853-7051
E-mail: rstark@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6049
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6116

Contractor: Factory Motor Parts
Contact: Jeff Hansen
Address: 1380 Corporate Center Curve
City, State, Zip: Egan, MN 55121
Phone: 651-405-7816
E-mail: j.hansen@fmpco.com

10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. Authorization: Each party represents and warrants that it has the power and ability to

enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within

three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

[Signature]
Chairman

5.5.14
Date

FACTORY MOTOR PARTS

[Signature]
Signature

4-17-2014
Date

JEFF HANSEN
Printed Name

DIRECTOR - FEET
Title

Attest:

Karen Long, Clerk and Recorder [Signature]
Deputy Clerk

Approved as to Form: [Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Jefferson)

STATE OF Colorado) SS.

Signed and sworn to before me this 17th day of April, 2014,

by [Signature],
[Signature]
Notary Public

My commission expires on: _____

VANKAYALA K GUPTA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064044957
MY COMMISSION EXPIRES 11/12/2017

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

FACTORY MOTOR PARTS
Company Name

4-17-2014
Date


Signature

JEFF HANSEN
Name (Print or Type)

DIRECTOR - FLEET
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

EXHIBIT A

1. The Adams County Board of Commissioners by and through its Purchasing Manager is accepting proposals for Parts Inventory Control Services for Fleet Operations. The term of this agreement shall be for one year with the option to renew for two (2) additional one (1) year terms.

All RFP, Bid, Addendum or other documents related to this RFP will be posted on the Rocky Mountain Bid System at:

<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

- 1.1. Vendors shall register with this service to receive these documents.
- 1.2. This service is offered free or with an annual fee for automatic notification services.
2. Written questions may be submitted through August 13, 2013. All questions are to be submitted to Ms Jennifer Tierney, Contract Administrator by E-mail at jtierney@adcogov.org.
3. An addendum to answer all questions will be issued no later than August 15, 2013.

4. Proposals

- 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 South Adams County Parkway, Brighton, Colorado, 80601, up to **2:00 P.M.** August 29, 2013, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but shall be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.
- 4.2. The proposal shall be submitted on a CD in PDF Format. Brochures or other supportive documents may be included with the proposal narrative.
- 4.3. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08 and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) shall be signed and included as hard copy with the CD. These are the last two pages of the RFP.
- 4.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.

- 4.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 4.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
- 4.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside:
INVENTORY CONTROL SERVICES FOR FLEET OPERATIONS.
- 4.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- 4.10. Proposals shall be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals shall be furnished exclusive of taxes.
- 4.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.12. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 4.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.

- 4.14. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
 - 4.15. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
 - 4.16. If a formal contract is required, the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners.
 - 4.17. Only sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone, telegram or facsimile machines are not acceptable.
5. Adams County is an Equal Opportunity Employer.
6. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 6.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 6.1.1. Each Occurrence \$1,000,000
 - 6.1.2. General Aggregate \$2,000,000
 - 6.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 6.2.1. Bodily Injury/Property Damage (each accident) \$1,000,000
 - 6.2.2. Personal Injury Protection Per Colorado Statutes
 - 6.3. Workers' Compensation Insurance: Per Colorado Statutes
 - 6.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 6.4.1. Each Occurrence \$1,000,000
 - 6.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
 - 6.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to

include Adams County as an "additional insured," and shall include the following provisions:

- 6.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 6.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 6.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 6.6. All insurers of the Contractor shall be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 6.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 6.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 6.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 6.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured". The name of the proposal or project shall appear on the certificate of insurance.
- 6.11. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 6.12. The clause entitled "Other Insurance Provisions" contained in any policy, including Adams County as an additional insured, shall not apply to Adams County.

- 6.13. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
 - 6.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
 - 6.15. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
7. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
 8. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 8.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 8.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 8.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or

contract with an illegal alien to perform work under this public contract for services.

- 8.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 8.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 8.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 8.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 8.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Scope of Work

9. Adams County is accepting proposals from qualified companies to manage the parts inventory control services for Fleet Operations.
10. The current Adams County Fleet Operations vehicle/equipment inventory includes approximately 260 automobiles and light trucks and approximately 170 heavy vehicles/equipment including, but not limited to, dump trucks w/plows/sanders, busses, street sweepers, motorgraders, one-ton and one-and-a-half ton utility trucks, backhoes, front-end loaders, rubber and steel wheel rollers, asphalt pavers, and dozers.

11. The cost of parts and supplies for 2012 was approximately \$750,000.
12. Fleet Operations currently utilizes a third party to manage and maintain the inventory control services of repair parts and supplies in both of its Commerce City, and Strasburg, Colorado maintenance locations.
13. Estimated value of the current inventory is \$100,000.00
14. The minimum fill rate, by contract, is 80%. The average fill rate for 2012 was 85%.
 - 14.1. Fill rate is defined as: Supplying the required inventory item when needed on site.
 - 14.2. If the vendor has to leave the site or have the part brought in by any carrier it is not considered as a "fill" but rather as a "stock outage".
 - 14.3. Inventory items are identified and directed by Fleet Operations and the vendor is required to carry those items at levels to assure the contractual fill rate.
15. Vendor shall own the inventory and shall assure the fill rate minimum of 80% during transition. If a new vendor is selected, the new vendor shall purchase the current inventory.
 - 15.1. Vendor shall invoice inventory used by Fleet Operations to Fleet Operations as it is used, following the administrative procedures outlined by Fleet Operations.
 - 15.2. Invoices will be paid using County purchasing card.
 - 15.3. Vendor shall supply original invoices to verify cost of any/all parts.
 - 15.4. Invoices will be processed weekly with terms of Net 25 days.
 - 15.5. Freight will not be charged on stock items.
16. Vendor shall accept direction from Fleet Operations and obtain parts related to original equipment manufacturers (OEMs) including, but not limited to: Ford, General Motors, Chevrolet, Dodge, Chrysler, International, John Deere, Cummins, Caterpillar, Hamm, Volvo/White, Freightliner, Elgin, Gradall, Cedar Rapids, Layton, Henke, Monroe and other miscellaneous construction equipment manufacturers.
 - 16.1. Current inventory items are detailed in attachment "A" of this document.
 - 16.2. Fleet Operations shall approve any changes, additions, deletions, or substitutions to the inventory.

17. Vendor shall utilize the Fleet Operations "Faster" shop management system from Faster Asset Solutions Inc. All Vendor training costs for use of this system will be at the Vendor's expense.
 - 17.1. Any integration of the Vendor's inventory system into "Faster" will be at the Vendor's expense.
 - 17.2. The County's Information Systems Department shall approve any integration of the Vendor's inventory system.
18. Non-Stock items will be delivered and/or shipped in the most cost effective way with approval from Fleet Operations.
 - 18.1. Freight for non-stock items will be billed at cost.
 - 18.2. Vendor shall provide documentation of freight cost at the time of invoice.
 - 18.3. Fleet Operations shall approve all "air" or "next day" shipments.
 - 18.4. Vendor shall supply original invoices to verify cost of all non-stock parts.
19. Vendor shall perform competitive pricing comparisons for parts over \$2500.00. The quotes shall be forwarded to Fleet Operations prior to purchase.
 - 19.1. Vendor shall accept direction from Fleet Operations when required to obtain inventory or supply items listed on the State of Colorado, MAPO, or any other governmental municipal award agreements.
20. Vendor shall deliver parts to the Strasburg, Colorado, location at least daily, and up to eight times, or more, per week.
 - 20.1. Vendor shall provide suitable transportation for the delivery of parts to Strasburg.
 - 20.2. Vendor shall provide staffing to deliver parts.
21. Vendor shall provide staffing in order to control and transport the inventory including:
 - 21.1. Full-time, on-site Parts Manager approved by Fleet Operations.
 - 21.2. Full-time drivers for parts pick-up and delivery to Strasburg Colorado, to other locations as required, or as directed by Fleet Operations.
 - 21.3. Overtime staffing as needed and directed by Fleet Operations.

- 21.4. Qualified back up staffing to cover absences of primary staff.
- 21.5. Vendor's staff shall be subject to all Adams County Policies and Procedures regarding work safety and employee conduct, including, but not limited to drug and alcohol testing requirements.
- 21.6. Parts and supplies shall be available during Snow/Emergency shifts.

22. Proposal Submittals:

- 22.1. Vendor shall provide vendor's fee proposal for this scope of work.
- 22.2. Vendor shall provide mark-up costs and pricing structure.
- 22.3. Vendor shall provide vendor's current list of suppliers for all parts, supplies, tires, and body parts.
- 22.4. Vendor shall provide a minimum of three references including contact names and phone numbers for projects similar in scope.
- 22.5. Vendor shall provide a copy of the Résumé, a copy of the current motor vehicle record, and copy of the valid Colorado Driver's License of any proposed Parts Manager.
- 22.6. Vendor shall provide copies of the Résumés, copies of the current motor vehicle records, and copies of the valid Colorado Driver's Licenses of any proposed drivers.
- 22.7. Vendor shall provide the year, make, model of primary delivery vehicles that will be used for transporting inventory.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**PROPOSAL FORM
INVENTORY CONTROL SERVICES FOR FLEET OPERATIONS**

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # _____ Addenda # _____

If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
E-mail Address	_____

FACTORYMOTORPARTS™

August 29, 2013

Ms. Jennifer Tierney
Adams County
4430 South Adams County Parkway
Brighton, CO 80601

Request for Proposal #2013-178 Parts Inventory Control Services for Fleet Operations

Dear Ms. Tierney,

Thank you for the opportunity to submit our proposal to provide parts inventory control services for fleet operations to Adams County.

Factory Motor Parts is uniquely qualified to provide parts supply solutions to fleets. We have an exceptional understanding of the pressures and the objectives fleet managers are faced with today and are pleased to present you with a program that helps you to focus on the effective management of your fleet and provides sustainable savings in the area of parts procurement, inventory management and parts operations.

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

On the subsequent pages, we have made every effort to construct our proposal in a clear and concise manner.

Yours truly,

Jeff Hansen
Director, Fleet Channel
FACTORYMOTORPARTS™
1380 Corporate Center Curve
Eagan, MN 55121
Email: j.hansen@fmpco.com
Phone: (651) 405-7816



**1380 Corporate Center Curve
Eagan MN 55121-1202
Business: (651) 454-4100
Fax: (651) 454-3309**

Scope of Services:

Factory Motor Parts understands the needs of the County to outsource all phases of their parts management and inventory control services to a qualified vendor that can manage the on-site parts room, supply experience trained parts professionals, provide stock and non-stock OEM or equivalent parts in an efficient and effective manner necessary to maintain and or repair County fleet vehicles and equipment, weekly activity reports, and reduce the amount of the County's administrative costs while improving technician productivity.

Adams County can expect to derive sustainable savings in the areas outlined below as a result of Factory Motor Parts focus on providing these solutions to fleets.

- Factory Motor Parts national sourcing relationships with OEM and quality aftermarket parts manufacturer's
- Factory Motor Parts largest supply chain partner of GM and Ford.
- Factory Motor Parts strategic sourcing process on OEM parts, specialty equipment parts and supplies.
- Efficient inventory management and elimination of Inventory Investment for Adams County
- Elimination of inventory obsolescence risk for Adams County
- Enhanced technician productivity due to enhanced inventory availability and readiness.
- Better use of technician time due to elimination of technician involvement in finding, identifying and procuring needed parts.
- Reductions in vehicle downtime through enhanced parts availability and inventory readiness
- Reduced administrative expenses of issuing purchase orders to multiple vendors
- Reduced administrative expenses of reconciling invoices with multiple vendors and issuing payments
- Factory Motor Parts fleet customer best practice concepts and continuous improvement processes
- Efficient and productive staffing levels of experienced parts personnel
- Elimination of any parts room staffing, payroll and benefits expense

Statement of Qualifications:

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

A company the size and scope of Factory Motor Parts with over 110 distribution and customer service center locations throughout The United States is not often found to be a privately held corporation. We find however that due to the nature of our business being service to the customer, it is important that we not only respond to customer needs effectively, but also are agile enough to respond appropriately and efficiently as these needs evolve over time. Additionally, through examining how our customers buy, comparison to other customers and industry trends, we are often first to provide best practice concepts and continuous improvement processes to our customers that contribute to long term fleet maintenance savings.

The service to Adams County shall be managed and coordinated from our offices and master distribution center in Aurora, CO. This location contains warehouse space of 115,000 square feet with more than \$14 Million in readily available inventory for our customers.

Dave Rinker, the Regional Operations Manager for the mountain region of Factory Motor Parts shall be our interim project manager assigned to the Adams County project to ensure the successful implementation and operation of the onsite operations and will ensure that we are meeting expectations for service and supply. Dave's experience of more than twenty-five years in the operation of automotive parts operations lends itself particularly well to this role and he is exceptionally well qualified to fulfill this role for Factory Motor Parts and Adams County.

Dave's responsibilities will include but not limited to overseeing the processes of inventorying, identifying all current inventory onsite at the County location and installing any additional Factory Motor Parts inventory that may be required, working with the onsite manager to ensure successful and efficient ramp up of onsite operations, overseeing the setup of all necessary Factory Motor Parts equipment including computer hardware and software, shelving that may be required, pallet racking that may be required, furniture that may be required; overseeing the contact and setup of all necessary local vendors to meet the County's diverse part requirements.

Dave will work together with the Factory Motor Parts onsite manager and personnel to ensure that they are well trained in all areas necessary to ensure attainment of all objectives for the onsite parts operation. As well, Dave together with the onsite manager shall be responsible for interfacing with the County's contract administrator, managers, supervisors, and technicians to ensure that our capabilities are being used to their full potential, as well as addressing any questions or concerns that the County may have.

In addition to the project manager and the onsite personnel to be dedicated to the service of the County, other management that shall be involved in the management, implementation and ongoing oversight of this important project with the County have been identified below.

Jeff Hansen, Director-Fleet Business Channel

Jeff will be involved in the implementation and continuing oversight of service to the County throughout the term of the contract. Jeff will work with the county management to ensure customer satisfaction. Jeff's experience includes responsibility for managing National Fleet customer relations and the implementation of these contracts throughout North America. Jeff has a keen understanding and direct experience implementing these onsite initiatives for other city government entities that may be contacted for additional reference. Jeff is a trained Commercial Green belt in Lean / Six Sigma and brings more than 17 years automotive parts industry experience to this project.

Dana Carney, Government Sales Manager

Dana has a wealth of experience managing and executing government contracts of this nature with government fleets of similar size and scope with similar needs. Through Dana's more than twenty years of industry experience working with both government and commercial fleets on parts initiatives, Dana has an intimate understanding of precisely what is needed to be successful in these initiatives as it relates to strategic sourcing, effective inventory management, and part identification for the fleet and contract management.

Vic Pfefer, Senior Director – Mountain Region

Vic is responsible for the successful operation of all warehouse and distribution locations within the Mountain region of Factory Motor Parts including Colorado, Utah and Idaho as well as ensuring successful and efficient service to all Factory Motor Parts customers within these areas. Vic has a Regional Director of Operations on his staff as well as Regional Sales Manager to ensure that the hundreds of Factory Motor Parts personnel within these areas meet or exceed customer expectations for service and supply. Vic has over twenty years of operations management experience having been

responsible for leading the operational efforts of sizeable distribution centers servicing a wide array of customers. Vic is presently responsible for all operational functions including inventory management, logistics, transportation and other operational functions within his locations.

Factory Motor Parts has determined that the sufficient level once this initiative has been implemented with Adams County a total of two parts professionals. One individual shall be the onsite manager / parts professional and the other shall hold the position as parts professional /driver. These individuals shall be onsite to operate the onsite parts operations during the same hours as the Adams County technicians work on the vehicles and equipment from 7:00 am to 3:30 pm.

Factory Motor Parts has identified Zeb McManama as the Factory Motor Parts onsite manager. Zeb has been with Factory Motor Parts for more than seven years and has a wealth of aftermarket and OEM automotive and truck parts experience. His experience with not only Factory Motor Parts but also having worked in an OEM parts department makes him well qualified to take on this role. Factory Motor Parts will hire the second person to be onsite at Adams County or will select an individual from our current staff in the Denver area to fulfill this role. Factory Motor Parts shall interview and evaluate the best-equipped and most well qualified candidates for the onsite staff positions. Upon identifying candidates that we believe are well qualified and equipped, Factory Motor Parts shall make these candidates available to Adams County for interview and independent evaluation as well.

Factory Motor Parts has a rigorous staffing evaluation and training process for all parts counter personnel involved in onsite parts operations of this nature. We utilize a comprehensive development and learning resource for all parts counter personnel made available through one of our largest supply chain partners, ACDelco to ensure that personnel are knowledgeable and well versed in all vehicle system components. Further, Factory Motor Parts has a preference for personnel to hold and maintain their ASE parts certification.

If Adams County believes that there are any current candidates that deserve consideration for this position, Factory Motor Parts shall be pleased to interview any candidates presented by Adams County.

Factory Motor Parts shall have in place an emergency preparedness plan to execute service to the County in the event of emergent needs. In the event of an emergency where the County requires parts availability and support, we will provide onsite personnel that will remain on site in shifts directed by the project manager until notified by the County that their services are no longer required.

Operational Support:

Inventories within Factory Motor Parts 1.5 Million square feet of distribution center space are in excess of \$190 Million with over 275,000 product part numbers. In large part, Factory Motor Parts inventories consist of the Original Equipment brands originally established by Ford and General Motors of Motorcraft and AC Delco. The availability and use of these OEM brands, provides our government fleet customer with the assurance that the part being replaced on the police car, ambulance, fire truck or other type of vehicle meets or exceeds the specifications and criteria established by the vehicle manufacturer. Access to these products from Factory Motor Parts provides for significant cost savings as compared to procuring these items from a new car dealer.

This is a clear point of differentiation between Factory Motor Parts and all other suppliers that may submit a proposal to Adams County. When Adams County requires an OEM AC Delco or OEM Motorcraft part, the only true source for these parts is Factory Motor Parts. When any other supplier receives this request, they will source this part from a car dealer. In many cases, the car dealer purchased this item from Factory Motor Parts. The result of these steps for Adams County is the cost of the margin from the car dealer as well as the cost of the margin from the other supplier. When the item is purchased directly from Factory Motor Parts, the County essentially eliminates multiple additional steps of distribution resulting in considerable and sustainable cost savings on these parts.

Additional products provided by Factory Motor Parts are of the most respected and widely known name brand manufacturers in the industry including Bendix, Anco, Moog, Donaldson, Remy, Standard and Bosch among many others, this product strategy differs from all industry competitors that have transitioned to a private product strategy with their own company name on the products and packaging. We have remained a name brand provider as we wish to ensure our customers that not only Factory Motors Parts, but also our recognizable manufacturer partners stand behind every product we sell in terms of quality, reliability and consistency with original equipment specifications and effectiveness. As Ford and General Motors largest aftermarket distribution partner we are able to service various channel customers throughout The United States, including Alaska, from a Factory Motor Parts distribution center or in combination with an affiliate supply chain partner. From underhood to undercar, domestic or import, light, medium and heavy duty, our commitment to unmatched inventory availability and customer services, our customers and our employees have formed the foundation for our continued expansion in the automotive parts aftermarket industry.

As an attachment to our proposal, we have provided a list of all Factory Motor Parts suppliers.

Factory Motor Parts understands that the current supplier to Adams County has an investment in inventory that shall be required to be purchased by Factory Motor Parts. Factory Motor Parts shall work together with this supplier to procure their inventory at a reasonable and mutually agreeable price. Any inventory that Factory Motor Parts acquires for the specific use of the County and are not items that are typically found within the Factory Motor Parts product offering and inventories shall be purchased by the County at the conclusion of any supply agreement or contract termination with Factory Motor Parts.

Factory Motor Parts onsite parts operations at Adams County shall have onsite inventory capable of meeting Adams County needs within moments of request. Within 30 days of Factory Motor Parts implementation of onsite parts operations at Adams County, our personnel should provide 90% of the parts requirements on demand, within one hour of request.

Factory Motor Parts shall utilize our computer systems including our Activant and Manhattan systems along with fleet survey information and history that may be available from Adams County to ensure the inventory established at the onsite fleet parts management operation effectively meets the needs of the County. These systems shall ensure that when County personnel come to the window or designated area

to inquire or order a part from the Factory Motor Parts onsite operation, the amount of time it takes to identify and provide the needed parts to County personnel is appreciably reduced. At this time, we have budgeted \$100,000 in inventory to be installed at the Factory Motor Parts onsite parts management operation. In addition to the inventory to be purchased from the current supplier, it is anticipated that successful operation of the onsite parts operation will require an initial installation of Factory Motor Parts inventory.

The Factory Motor Parts onsite parts operation shall receive deliveries from the Factory Motor Parts distribution center in Aurora several times each day and shall have as well same day access to the seven other Factory Motor Parts locations in Colorado with next day access to all inventories in all Factory Motor Parts locations throughout the Mountain region.

In addition, we plan to have a Factory Motor Parts truck located at the onsite parts operation at Adams County so that onsite Factory Motor Parts personnel have the availability of running for parts that the County may require urgently.

Factory Motor Parts shall as well delivery daily and up to twice each day or ten times per week to the Adams County facility in Strasburg.

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

Factory Motor Parts has sourcing and reciprocity relationships with many other suppliers throughout the country allowing our professional counter staff access to other supplier's parts availability as well as sourcing relationships to purchase items from other supplier's items that The County may require.

Factory Motor Parts has developed an advanced fleet inventory management system to eliminate stock outs and ensure the right parts are on hand when needed by the fleet. Utilizing a unique fleet needs assessment system, vehicle survey data, VIN data and vehicle information provided by the fleet management we create a customized inventory for each customer location tailored to the vehicles assigned to that specific location. This system tells both Factory Motor Parts and County fleet management, how many vehicles take a particular part. Access to this important information helps us to help our customers make the right inventory stocking and inventory management decisions so that the right part are on hand at the locations and the right parts are always on hand at the Factory Motor Parts servicing warehouses.

The worksheet below is a sample of the output of the information used in determining inventory stocking levels together with our customers for their facilities and for our warehouse facilities.

FMP Part #	Part Description	Fleet Population	Pop Code	GM Part#	Year Makes	Suggested Customer
12580255	SEAL-OIL FLTR CAP (O RING)	7	B	12580255	2011-2011 CHEVROLET	1
25014006	VALVE OIL FLTR BYPASS	3	C	25014006	2005-2005 CHEVROLET	1
A2014C	ELEMENT AIR CL	22	B	19239713	2005-2005 CHEVROLET	4
GF704	FILTER FUEL	9	B	89058388	2007-2007 FORD	1
PF1250	FILTER OIL	54	A	25014520	2007-2007 FORD	8
PF61E	FILTER ASM OIL PF61E	26	A	19210285	2005-2005 CHEVROLET	3
A3138C	ELEMENT ASM-A/CL	5	C	25899727	2011-2011 CHEVROLET	1

The fleet population column represents the number of vehicles at the sample facility that use each particular part number. The suggested stock column is calculated based upon the number of vehicles and provides a starting point for how many of an item may be required in inventory. This information is one valuable component in the development of suggested inventories for the County in addition to maintenance cycles and input from facility managers. For Example: For part number PF1250 in the above referenced report, we can see that there are 54 vehicles that use that oil filter and we can therefore plan inventory accordingly at the County facility and equally important at the Factory Motor Parts warehouse locations dedicated to servicing the County.

The system can be updated as often as the fleet population changes. Factory Motor Parts together with the County will utilize the inventory management resources available to us as noted above to eliminate or greatly reduce the issue of inventory obsolescence or dead stock.

All manufactures' products carried by Factory Motor Parts carry a standard warranty to be free of defects in materials or workmanship and as well guarantee accepted trade standards of quality, fitness for the intended uses and conformance to the promises or specifications. As well, all products shall be warranted from one year from the date that the product has been installed by the County on the intended vehicle or piece of equipment as has been requested by the County. Many manufacturer products carry a longer warranty period or additional features including lifetime warranty and free replacement on certain products as well as roadside assistance in the event of a product failure and labor reimbursement.

Factory Motor Parts understands the importance of keeping technicians and parts personnel abreast of new and changing technology in the industry and therefore provides a wide variety of training resources available through collaborating with our manufacturer suppliers and one of the largest and most advanced training organizations within our industry. The same training that General Motors and Ford make available to their nationwide dealership networks shall be made available to Adams County.

Factory Motor Parts training for technicians and parts people, both critically important areas of responsibility in ensuring the right parts are identified and installed on the vehicle. Training is done at a centralized location or performed onsite at the County maintenance facility for classes dedicated to the city. Technical hands-on courses are taught by ASE-Certified instructors and are designed to Continuing Automotive Service Education (CASE) standards.

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

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

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

There will be no limit to the size of the training classes offered to the County however, multiple classes may be schedule for the County to allow all those that wish to attend the opportunity to participate.

Factory Motor Parts is well equipped to handle all reporting requirements of Adams County. The Factory Motor Parts systems are developed and designed on an open UNIX platform giving our computer systems IT staff readily available access to all purchase and usage information of our customers.

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

- Report on usage of an individual item.
- Report indicating the purchases of individual customer locations by month.
- Report that lists all part numbers purchased in descending usage order with price and price extension.
- Report that lists parts in descending usage order by product line brand and category.
- Report that shows dollar value of purchases for each brand including returns, ytd, mtd, and comparison to last year.
- Report that prints a suggested minimum and maximum stock level for all part numbers based on the last two years purchase history.

- Report by product line brand that compares this year's purchases to last year's purchases in descending unit volume including part number, quantity purchased, selling price, and extension.
- Report of all items returned for warranty including running totals.
- Report that shows all outstanding cores. It includes number of cores still eligible for return, value of core, invoice numbers of open core returns and totals in units and dollars.
- Report that shows all open purchase orders.
- Report that lists all open accounts payable.

Reports from the Factory Motor Parts computer systems shall be provided to Adams County either as periodically scheduled or upon reasonable request. These may include usage reports by product category, product line or part number, exception reports, availability reports, or other management reports that can be programmed to provide.

Factory Motor Parts has the ability to provide Adams County with the ability to place orders at the Factory Motor Parts onsite parts operation using only the Adams County assigned property number for each vehicle.

The Factory Motor Parts website provides a wealth of resources including online ordering, parts availability at all Factory Motor Parts location, Application cataloging by Vehicle Year, Make, Model and vehicle options including engine size or vehicle package, Cataloging by VIN, Resources including buyers guide that enables customers to view the applications that use a particular part, product interchange from competitive industry part numbers, and order history. If Adams County so chooses, technicians may place orders for parts to the onsite parts operations electronically so that they do not need to leave their work area and the parts shall be delivered by the onsite Factory Motor Parts staff to the work area.

References:

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

Our customers tell us that we often distinguish ourselves from our competition through our partnership approach. We truly work together with fleet management personnel in a team approach to squeeze every cost possible out of the system, an attribute that can be reinforced by our references and are evidenced in our long-standing customer relationships. The County thereby gains the benefit of all of our previous customer relationships and what we together have learned about being the most effective parts provider to our customers. We look forward to furthering our offering of solutions by developing new resources together with the County.

We have included below the names and other pertinent information including the scope of services provided to three current customers of Factory Motor Parts as has been requested, these three customers are a relative sample of Factory Motors Parts years of experience of working with numerous public entities on similar parts program initiatives to that of Adams County. Factory Motor Parts would like to extend the invitation to contact these customers included below for a comprehensive firsthand account of how we have met their needs for effective supply and assistance in management of the parts component of their fleet management.

*The City of Westminster, Colorado
4800 West 92nd Ave
Westminster, CO 80030
Contact Name: Jeff Bowman
Contact Phone: (303) 658-2511*

Factory Motor Parts provides The City of Westminster with automotive, truck and equipment parts to repair and maintain their fleet of approximately 600 vehicles in a timely and efficient manner. Factory Motor Parts has on-site personnel and are responsible for all costs associated with providing inventory, inventory management, transfer of parts, warranties, tool management, personnel costs, and administrative expenses.

Cost Proposal:

Factory Motor Parts shall utilize the following methodology in arriving at a price of parts and proposed services for Adams County. Factory Motor Parts stocks over 275,000 product part numbers from hundreds of the most well respected brand name manufacturers in the industry including the Original Equipment brands originally established by Ford and General Motors of Motorcraft and AC Delco. These items found within the typical Factory Motor Parts supply chain offering shall be invoiced to Adams County at Factory Motor Parts lowest landed on-site cost plus a 35% margin. This lowest landed on-site cost is arrived upon by accounting for all internal administrative and operational costs incurred to procure, inventory, store, manage and transport all merchandise from Factory Motor Parts internal distribution systems and distribution center operations to the Adams County onsite parts operation.

All other outside buy parts sourced by the Factory Motor Parts operation on-site at Adams County from an alternative supplier other than our traditional Factory Motor Parts supply chain referenced above shall be invoiced to the County at 35% margin over the lowest landed on-site cost at the Adams County onsite parts operation.

Factory Motor Parts will invoice as parts are distributed to the County personnel. Invoices shall contain: date, work order or purchase order number, County unit number, part number, description, and manufacturer brand, unit of sale and quantity and unit base parts price and extended total price. A copy of each invoice shall be required to be signed for by the requesting County individual and no part shall be issued at any time without the presence of a County work order or purchase order. At a two-week frequency, a summary bill containing an aggregate of all invoices provided within the preceding two week period containing the same information shall be provided to County fleet management for payment.

Factory Motor Parts shall incur all operational costs of the onsite parts operation for Adams County and none of these expenses shall be incurred by Adams County. As well, Factory Motor Parts shall incur numerous expenses offsite in support of the onsite parts operation for Adams County including operational fulfillment, shipping and transportation, computer staff, accounts payable and accounts receivable staff among many others. Adams County shall not incur any of the cost of the work and efforts of these individuals.

FACTORYMOTORPARTS



ACDelco



CARDONE

Donaldson
Filter & Hose Solutions

**FEDERAL
MOGUL**

Bendix

DENSO

ABS Components

ACDelco
Motorcraft

Air Conditioning Parts

ACDelco

Denso

Motorcraft

Alternators

ACDelco

Denso

MPA

Remy

Motorcraft

Batteries

ACDelco

FVP

Eveready

Motorcraft

Bearings & Seals

ACDelco

FVP

BCA/National

Motorcraft

Belts & Hoses

ACDelco

Motorcraft

Brake Drums & Rotors

ACDelco

Bendix

Bendix Global

Centric

Motorcraft

Brake Calipers

ACDelco

Centric (friction ready)

Motorcraft

Brake Hardware

ACDelco

Carlson

Motorcraft

Brake Hydraulics

Bendix

Motorcraft

Brake Shoes & Pads

ACDelco

Bendix

Bendix Global

Centric

Motorcraft

C.V. Boot Kits

Motorcraft

Caps

ACDelco

Motorcraft

Motorad

Carburetor Parts

ACDelco

Motorcraft

Chassis Parts

ACDelco

Motorcraft

Clutch Kits

Sachs

Distributors

Cardone

Motorcraft

Electric Motors

ACDelco

Cardone

Dorman

Motorcraft

Emission Parts

ACDelco

Denso

Motorcraft

Standard

Bosch

Fan Clutches

ACDelco

Motorcraft

Filters

ACDelco

FVP

Motorcraft

Donaldson

Hastings

Fuel Injection Parts

ACDelco

Motorcraft

Fuel Pumps

ACDelco

Motorcraft

Spectra Sending Units

Fuses

ACDelco

Littlefuse

Front Wheel Drive Axles

ACDelco

Cardone Reman.

Cardone Select (New)

Gaskets

ACDelco

Fel-Pro

Heater Cores

ACDelco

Hose Clamp

Ideal

Motorcraft

Idle Pulleys

ACDelco

Motorcraft

Ignition Parts

ACDelco

Motorcraft

Standard

Lamps & Flashers

ACDelco

Motorcraft

Sylvania

Grote

Motor Mounts

Anchor Industries

Pigtails & Sockets

ACDelco

Motorcraft

Standard

Power Steering Pumps

ACDelco

Cardone

Motorcraft

Power Steering Hoses

ACDelco

Rack & Pinion Units

ACDelco

Cardone

Motorcraft

Radiators

ACDelco

CSF

Spectra

Valeo

Refrigerant

Dupont

Motorcraft

Seals

ACDelco

Motorcraft

Shocks & Struts

ACDelco

KYB

Motorcraft

Shop Supplies & Chemicals

3M Products

ACDelco

Eveready Batteries

Kimberly Clark Paper Prod.

Latex Gloves

Lube Guard

Motorcraft

Penray

Permatex

Petosky

Splash

Super Clean

Tracer Products

Smog Pumps

ACDelco

Motorcraft

Speedometer Cables

ACDelco

Spark Plugs

ACDelco

Bosch

Denso

Motorcraft

Autolite

Starters

ACDelco

Denso

Motorcraft

MPA

Remy

Suspension

ACDelco

Motorcraft

Moog

Mevotech

Thermostats

ACDelco

Motorcraft

Motorad

Timing Belts & Components

ACDelco

Transmissions Parts

ACDelco

U-Joints

ACDelco

Water Pumps

ACDelco

Motorcraft

Cardone

Wire & Cable

ACDelco

Motorcraft

Wiper Blades & Refills

ACDelco

Motorcraft

Trico

Anco

Dorman OE Solutions

Exhaust Manifolds

Fluid Lines

Quick Disconnectors

Harmonic Balancers

Intake Manifolds

Radiator Fan Assemblies

Wheel Hardware

4 WD Actuators

Window Lift Regulators

For More Information on Fleet Supply Chain Solutions: (888) 405-3565



PROPOSAL FORM
INVENTORY CONTROL SERVICES FOR FLEET OPERATIONS

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
 If None, Please write NONE.

<u>Factory Motor Parts</u>	<u>8-28-2013</u>
Company Name	Date
<u>2460 Airport Blvd</u>	<u>Dana Carney</u>
Address	Signature
<u>Avonra Co 80011</u>	<u>Dana Carney</u>
City, State, Zip Code	Printed Name
<u>Arapahoe</u>	<u>Fleet Contract Specialist</u>
County	Title
<u>719-599-0237</u>	<u>719-434-2417</u>
Telephone	Fax
<u>d.carney@fmpco.com</u>	
E-mail Address	

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Factory Motor Parts
Company Name

8/28/2013
Date

Dana Carney
Name (Print or Type)

Dana Carney
Signature

Fleet Contract Specialist
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Field C