



State of Idaho

### State Wide Blanket Purchase Order

#### Purchase Order Summary

**Purchase Order Name:** PA/NAPA  
**Purchase Order Number:** SBPO19200336  
**Contract Number:**  
**Purchase Order Date:** January 23, 2019  
**Service Start Date:** January 23, 2019  
**Service End Date:** January 22, 2021  
**Submitted By:** Danny Downen  
**Do Not Dispatch:** No  
**Hold Purchase/CO Dispatch:** No  
**Received by type:** Quantity

#### Supplemental Data

**Type:** SBPO  
**Service Start Date:** 01/23/2019  
**Service End Date:** 01/22/2021

**General Instructions:** STATEWIDE BLANKET PURCHASE ORDER (SBPO) PRICE AGREEMENT for Auto Parts and Accessories for the State of Idaho agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this contract on an as needed basis, for the period specified above with the associated Specifications and Terms and Conditions. This Agreement may not be renewed or extended.

Contract Usage Type.....Optional Use  
 Contract Administration....Daniel Downen  
 Phone:.....208-332-1605

Facsimile:.....208-327-7320  
 E-Mail  
 Address:.....daniel.downen@adm.idaho.gov

Contractor Contact:.....Don Lachance  
 Address:.....2999 Circle 75  
 Parkway  
 City, St, Zip:.....Atlanta, GA 30339  
 Phone:.....770.818.4609  
 Facsimile:.....770.859.2920  
 E-Mail Address:.....  
 don\_lachance@genpt.com

Contractor: Ship to the FOB Destination Point and Bill Directly to the ordering agency. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Agreement Award Number on any invoices/statements will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

THIS STATEWIDE BLANKET AGREEMENT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED PRICE AGREEMENT, WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

**Supplier**  
 Marty Smith  
 GENUINE PARTS COMPANY  
 7150 S. Fulton St #300  
 Centennial, CO 80112  
**Phone:** 303-623-7373  
**Fax:** 303-623-5143  
**Email:** marty\_smith@genpt.com

**Shipping Details**  
**Delivery Date:** January 23, 2021  
**Shipping Method:** Delivery  
**Shipping Instructions:**  
**Ship FOB:** Destination

**Bill To Address**  
 DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Ship To Address**  
 DOP - Various State Agencies  
 State of Idaho  
 Various Locations  
 See Below for Details  
 on Specific Locations  
 Various, Idaho 83702  
**Phone:** 208-327-7465  
**Fax:** 208-327-7320  
**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP - Various Locations

**Payment Details**

**Item Type Details**

**Payment Method:** Invoice  
**Payment Terms:** NET30

**Item Type:**  
**Item Type Supplemental Data:**

**Additional Information**

**Instructions**

STATEWIDE BLANKET PURCHASE ORDER (SBPO) PRICE AGREEMENT for Auto Parts and Accessories for the State of Idaho agencies, institutions, and departments and eligible political subdivisions or public agencies as defined by Idaho Code 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this contract on an as needed basis, for the period specified above with the associated Specifications and Terms and Conditions. This Agreement may not be renewed or extended.

Contract Usage Type.....Optional Use  
 Contract Administration....Daniel Downen  
 Phone:.....208-332-1605  
 Facsimile:.....208-327-7320  
 E-Mail Address:.....daniel.downen@adm.idaho.gov

Contractor Contact:.....Don Lachance  
 Address:.....2999 Circle 75 Parkway  
 City, St, Zip:.....Atlanta, GA 30339  
 Phone:.....770.818.4609  
 Facsimile:.....770.859.2920  
 E-Mail Address:.....don\_lachance@genpt.com

Contractor: Ship to the FOB Destination Point and Bill Directly to the ordering agency. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Agreement Award Number on any invoices/statements will facilitate the efficient processing of payment.

Quantities: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

THIS STATEWIDE BLANKET AGREEMENT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED PRICE AGREEMENT, WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
2.00	0	ANN	#1	Price Agreement for a discount off MSRP Auto Parts and Accessories	06039	1,750,000.00	\$0.00	\$3,500,000.00

**Special Instructions:** Bill to and Ship to instructions will be provided by ordering agency.  
**Internal Comments:**

---

**TOTAL: (USD)**      \$3,500,000.00

---

**Signature :**



**Signed By :**

Daniel Downen



**STATE OF IDAHO**

**DIVISION OF PURCHASING**

**STATEWIDE BLANKET PURCHASE ORDER (SBPO)  
(PRICE AGREEMENT)**

**AUTO PARTS AND ACCESSORIES**

**Company Name: Genuine Parts Co. dba Napa Auto Parts**

**1. PURPOSE AND AUTHORITY**

1.1 The purpose of this Price Agreement (Agreement) is to establish a source for aftermarket auto parts and accessories for gas, diesel, compressed natural gas (CNG), electric and hybrid vehicles. The Agreement will be for a fixed amount discount percentage off manufacturer suggested retail price (MSRP) for the categories identified on **Appendix A**.

1.2 This Agreement is established pursuant to IDAPA 38.05.01.085 "Price Agreements" provides as follows:

In accordance with Section 67-9205(12), Idaho Code, the administrator may enter into negotiations for acquisitions in accordance with established rules of the division as follows:

**01. Price Agreements.** The administrator may authorize and negotiate price agreements with vendors when such agreements are deemed appropriate. Price agreements shall provide for termination for any reason upon not more than thirty (30) days' written notice. Price agreements may be appropriate when:

- a. The dollar value of individual procurements of property is less than the maximum dollar value of an exempt small purchase under Section 044 of these rules and multiple individual procurements are anticipated within a state of Idaho fiscal year;
- b. The property may not be conducive to standard competitive bidding procedures;

- c. There exists a need to establish multiple agreements with vendors supplying property that is similar in nature or function but is represented by different manufacturers or needed in multiple locations; or
- d. Non-exclusive agreements for periods not exceeding two (2) years are deemed necessary to establish consistent general business terms, including without limitation, price, use of catalogs, delivery or credit terms.

**2. TERM**

The term of this Agreement is January 11, 2019 through January 10, 2021. This Agreement is not renewable or extendable.

**3. PUBLIC AGENCY CLAUSE**

This Agreement is for the benefit of State of Idaho agencies, institutions and departments; as well as eligible political subdivisions or other "Public Agencies," as defined by Idaho Code, Section 67-2327. The ordering entity will issue individual releases (delivery or purchase orders) against this Agreement on an as needed basis for the period noted above. "Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the State of Idaho.

**4. STANDARD TERMS AND CONDITIONS**

The current versions of the **State of Idaho Standard Contract Terms and Conditions** and **Solicitation Instructions to Vendors** are incorporated by reference into this solicitation, and any resulting contract, as if set forth herein in their entirety. Both documents can be downloaded at [http://purchasing.idaho.gov/terms and conditions.html](http://purchasing.idaho.gov/terms_and_conditions.html).

**5. ADMINISTRATIVE FEE AND USAGE REPORT**

**Fee:** The prices to be paid by the State (the prices provided by Contractor) shall be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor will remit to State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075 an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly sales.

*For Example: If the total Contractor's net sales to the Agency for one quarter = \$10,000, Contractor would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

**Report:** Contractor must furnish detailed usage reports as designated by the State (Excel format, unlocked). In addition to any required detailed usage reports, Contractor must submit a summary quarterly report of purchases made from the agreement to the State, utilizing the State's Summary Usage Report Form.

Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1 <sup>ST</sup> Quarter	July 1 – Sept 30	October 31 <sup>st</sup>
2 <sup>nd</sup> Quarter	Oct 1 – Dec 31	January 31 <sup>st</sup>
3 <sup>rd</sup> Quarter	Jan 1 – Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter	Apr 1 – Jun 30	July 31 <sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

Failure to submit the required report or timely remit the Administrative Fee may be cause for disqualification of Contractor for future agreements or other action by the State.

## 6. REQUIREMENTS

In addition to the State of Idaho Standard Terms and Conditions, the following will apply to this Agreement:

6.1 **Availability:** All auto parts and/or accessories not carried in stock must be available within thirty (30) calendar days after receipt of order.

6.2 **Shipping to Ordering Agency:** Ordering agencies may require auto parts and/or accessories to be shipped to their location.

6.3 All auto parts and accessories must be free from defects in workmanship and material, provided they are properly installed on the vehicle for which they were intended, for the time and mileage provide by the manufacturer.

6.4 All auto parts and accessories must be equivalent in function, form, and fashion as would be provided by an original equipment manufacturer.

6.5 Contractor may offer remanufactured parts when new parts are not readily available and with written authorization from the ordering agency. Used, previously installed or shop-worn parts or accessories will not be acceptable.

6.6 **Contact Person:** Contractor must provide the name of the person who will work with the State of Idaho Purchasing Officer for the term of the Price Agreement. This person must be authorized to coordinate with all service locations to provide proper discounts and pricing.

## **7. PARTS CATALOG**

The Contractor must provide a published commercially available catalog defined as a MSRP list, schedule, or other forms that:

- Is regularly maintain by a manufacturer or Contractor and;
- Is published or otherwise available for inspection by an ordering agency, and/or the general public.

The published commercially available catalog must include, at minimum:

- The Contractor's stock keeping number (SKU)
- A complete and accurate description of the item
- The unit of measure
- The quantity in the unit of measure
- List price/MSRP

## **8. ORDERING CAPABILITIES AND ACKNOWLEDGMENT**

The Contractor must make available to an ordering agency the following methods of ordering:

- Online catalog
- Electronic (email)
- Over-the-counter

The Contractor must provide the ordering agency with an order receipt acknowledgement via email, facsimile, or telephone, within twenty-four (24) hours after receipt of an order.

## **9. DISCOUNT**

9.1 The prices in this Price Agreement for auto parts and accessories are the minimum percentage discount off MSRP list that an ordering agency will pay. The Contractor and State agree that the Contractor may offer lower "sale" prices normally offered to the public, quantity discounts, bulk purchases, etc. to ordering agencies.

9.2 Prices must be based on the MSRP less a percentage discount off the category in which the auto part or accessories applies as offered on Appendix A. All prices listed will be inclusive of the Administrative Fee (Section 5).

## **10. FREE ON BOARD (F.O.B.) DESTINATION (SHIPPING TERMS)**

10.1 All prices offered shall be F.O.B. Destination and allowed. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defect, fraud, and the warranty obligations.

10.2 All emergency or rush deliveries that require special shipping and handling should be at the



ordering agency expense, with prior approval from the ordering agency. Emergency or rush shipping charges must be added to the invoice as a separate line item. In the event and emergency or rush delivery is required as the result of the Contractor's error; all shipping cost must be paid by the Contractor.

## **11. DELIVERY**

11.1 If delivery is requested by an ordering agency, the Contractor must deliver to the ordering agency delivery location specified on the individual order.

11.2 Delivery must be completed on all stocked items within three (3) business days after receipt of order, unless otherwise mutually agreed upon. The Contractor must coordinate with each ordering agency receiving facility to facilitate a delivery timeframe as each ordering agency hours of operation may vary.

11.3 If delivery cannot be made within the specified timeframe, the Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery and provide the ordering agency a revised delivery time.

## **12. INVOICING**

The Contractor's invoice must identify, at a minimum, the information listed below:

- Price Agreement Number
- Ordering Agency purchase order number
- Ordering Agency name
- Delivery address
- Product description
- SKU number
- Quantities
- Prices per unit and extended prices
- Date ordered
- Date delivered
- Discount percentage for each item
- If applicable, any additional discounts given

## **13. WARRANTIES**

13.1 Contractor must honor all manufacturers' warranties and guarantees on all products offered as part of this Price Agreement. If a product warranty extends beyond the term of the Price Agreement, the Contractor must agree to provide warranty services throughout the life of the warranty.

13.2 Statement of warranty must be provided by Contractor upon delivery.

13.3 The warranty timeframe will begin on the date of delivery.

**14. RETURN POLICY**

14.1 The Contractor must accept all products purchased against the Price Agreement for return at no cost to the State within thirty (30) calendar days of delivery and credit the ordering agency in full.

14.2 All products returned for credit will be in the packaging as delivered and include all documentation that was provided.

14.3 All returns must be picked up within seven (7) business days of written notification from the ordering agency.

**15. CREDIT POLICY**

15.1 Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties.

15.2 Contractor must provide credit for the following items:

- Items ordered or shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight damaged items

15.3 The ordering agency will handle all claims through the Contractor and the Contractor must not require the ordering agency to deal directly with the manufacturer. In all cases, Contractor must give the ordering agency the option of taking an exchange or receiving a credit.

**16. RESTOCKING FEES**

16.1 Contractor must not impose a restocking fee on the ordering agency for the following situations:

- Item(s) returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned and exchanged for other items

16.2 Restocking fees for all other reasons can be no greater than ten percent (10%) of the value of the items to be restocked.

**17. RECALL NOTIFICATION**

17.1 The Contractor must provide the ordering agency any recall notification within thirty (30) calendar days of notification from the manufacturer. The notices, at a minimum, must include a complete product description and/or identification, Price Agreement number, delivery order number and disposition instructions.

17.2 The Contractor must pick up, test, destroy or return recalled products to the manufacturer at no expense to the ordering agency. The Contractor must issue replacement of product or credit for any product removed or recalled. Each ordering agency must have the option of accepting either replacement product or credit in exchange for recalled/removed products.

**18. CORE EXCHANGE/CHARGES**

All parts and accessories which require core exchange must be monitored by the Contractor to ensure proper cores are returned. Core credit must be issued the same day as received. Any core that is not usable or not returned must be billed at the core price listed in the manufacturer's price sheet for that particular part.

**19. PURCHASING CARD (PCARD) PAYMENT**

Payments for auto parts or accessories under this Agreement may be made by ordering agencies using a government issued credit card (PCard). The Contractor agrees to accept PCard payments without any additions or surcharges to the ordering entity.

**20. NON-EXCLUSIVITY**

The Contractor and State agree that this Agreement does not create an exclusive agreement for products and services listed herein.

Genuine Parts Co.

x Dennis P. Jolin  
Contractor Signature and Title  
Vice President Major accounts

Date 1/15/2019  
2999 Wildwood Parkway  
Atlanta Ga 30339  
Address

State of Idaho, Division of Purchasing

[Signature]  
PURCHASING OFFICER  
State Signature and Title

1/23/19  
Date  
304 N 8<sup>th</sup> St, Rm 403  
Boise, ID 83720-0075  
Address

**APPENDIX A**

**Genuine Parts Co.**

**STATEWIDE BLANKET PURCHASE ORDER (SBPO) 19200336**

**(PRICE AGREEMENT)**

Category	Description Pricing	Discount
1	Air Conditioning	39%
2	Alternators and Starters	47%
3	Batteries	35%
4	Bearings, Ball and Roller	49%
5	Belts and Hoses	50%
6	Brakes	50%
7	Electrical and Ignition	49%
8	Emissions and Exhaust	43%
9	Engine and Drive Train	50%
10	Filters, Oil, Gas, Air and Trans	52%
11	Gaskets and Seals	40%
12	Heating and Cooling (Engine)	44%
13	Lamps, Lighting and Mirrors	50%
14	Oils and Lubricants, Regular and Synthetic	45%
15	Pumps, Fuel and Water	50%
16	Suspension, Shocks, Struts and Steering	50%
17	Wipers/Washers	49%
18	Shop Supplies and Equipment	45%
19	Winter Accessories	50%