

PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENTLed by the State of Oklahoma

Master Agreement #: **OK-MA-818-025**Contractor: **Genuine Parts Company d/b/a NAPA AUTO PARTS**Participating Entity: **STATE OF IDAHO (hereinafter "Participating Entity")**Participating Addendum #: **PADD20200333**

1. Scope: This Participating Addendum ("PA" or "PADD") covers Professional Grade Tools & Diagnostic Equipment for use by Participating Entity agencies and other entities located within the state of Idaho authorized by the Participating Entity's statutes to utilize state of Idaho contracts.
2. Participation: All state of Idaho agencies and public agencies (as defined by Idaho Code, Section 67-2327) (both referred to as "Purchasing Entities" within this PA) are authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Agreement and those within this PA. Public agencies include any city or political subdivision of the state of Idaho, 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; and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e., issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts. Issues of interpretation and eligibility for participation are solely within the authority of the Participating Entity's Chief Procurement Official.
3. Term: The initial term of this PA will be effective upon the last signature and continue through August 31, 2021. The PA may be extended or renewed as detailed in the Master Agreement or Section 5.e. of this PA; and may be terminated as detailed in the Master Agreement or Section 5.j.- 5.k. of this PA.
4. Primary Contacts: The primary contact individuals for this PA are as follows (or their named successors):

Contractor

Name:	Genuine Parts Company
Address:	2999 Wildwood Parkway, Atlanta, GA 30339
Telephone:	678-934-5057
Fax:	N/A
Email:	Don_lachance@genpt.com

PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT

Led by the State of Oklahoma

Participating Entity

Name:	Kimberly Guevara, Buyer
Address:	304 N. 8 th St., Room 403, Boise, ID 83702
Telephone:	208-332-1603
Fax:	208-327-7320
Email:	kimberly.guevara@adm.idaho.gov

5. Participating Entity Modifications or Additions to Master Agreement: The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement (the "Contract"):
- a. Parties. The parties to this PA are the Contractor and the Participating Entity by and through the Division of Purchasing within the Department of Administration on behalf of the entities identified in section two (2), Participation, of this PA.
 - b. Reporting and Administrative Fee.
 - i. Idaho Administrative Fee. A 1.25% Administrative Fee will apply to all net purchases made under this PADD by any Purchasing Entity. On a quarterly basis, the Contractor shall remit to the Division of Purchasing an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Pricing has been adjusted to incorporate the Administrative Fee so that the price to Purchasing Entities will reflect the adjustment. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the state of Oklahoma Master Agreement (Master Agreement #: OK-MA-818-025). Administrative Fee Payment checks must be made out and mailed to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075
 - ii. Reporting Timeline. Administrative Fee payments and reports to DOP are due no later than thirty (30) calendar days after the end of each calendar quarter detailed below:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30
 - iii. Required Reports.
Two (2) quarterly reports must accompany each Administrative Fee payment and be furnished electronically in Microsoft Excel format. The required reports are: 1)

PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT

Led by the State of Oklahoma

PADD Summary Usage Report; and 2) Detailed Usage Report. The PADD Summary Usage Report can be found on the "Information for Vendors" page of DOP's website: <https://purchasing.idaho.gov/information-for-vendors/>. The Detailed Usage Report template is attached to this PADD as **Attachment 1**.

The report must be emailed to: purchasing@adm.idaho.gov.

- c. **Governing Law.** This PA and all orders issued thereunder by Purchasing Entities shall be construed in accordance with, and governed by the laws of the state of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada county in the state of Idaho in the event of any dispute with respect to the PA.
- d. **Assignment.** The Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the Participating Entity. All rights of action, however, for any breach of the PA are reserved to the Participating Entity. (I.C. § 67-5726(1)).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the Participating Entity shall have no obligation to make payment to an assignee until thirty (30) calendar days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The Participating Entity may treat violation of the clause as an event of default.

- e. **Amendments.** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this section 4.f will result in the Master Agreement amendment automatically being incorporated in this PA.
- f. **Insurance.** Notwithstanding section 21, Insurance, of the Contract, the Contract is supplemented with the following provisions:

REQUIREMENT TO PROVIDE PROOF OF INSURANCE: The Contractor and its subcontractors (if the Contractor has any subcontractors that will provide goods or services

PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT

Led by the State of Oklahoma

to the Participating Entity under the PA) shall provide certificates of insurance to the Division of Purchasing for workers compensation insurance (see the paragraph below) and for the commercial general liability required section 21, Insurance, of the Contract. These certificates must be provided within seven (7) business days after the effective date of this PA, and all required insurance must be maintained by the Contractor for the entire term of this PA, including all renewal and extension periods. For the avoidance of any doubt, the term "subcontractors" as used herein shall specifically exclude all third-party suppliers and manufacturers of the products sold hereunder and all third-party delivery service providers.

REQUIREMENTS FOR WORKERS' COMPENSATION INSURANCE: The Contractor shall provide and maintain Workers' Compensation Insurance and Employer's Liability for the entire term of this PA. The employer's liability shall have limits not less than \$100,000 each accident for bodily insurance by accident, \$500,000 disease policy limit, and \$100,000 disease, each employee.

For Workers' Compensation Insurance, the Contractor must provide either a certificate of Workers' Compensation insurance issued by a surety licensed to write Workers' Compensation Insurance in the state of Idaho or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The term "subcontractors" as used in this PADD shall specifically exclude all third-party suppliers and manufacturers of the products sold under this PADD and all third-party delivery service providers.

- g. **Applicable Terms.** The Participating Entity agrees to the terms and conditions of the Master Agreement only to the extent that the terms and conditions are not in conflict with this PA or with the laws of the state of Idaho.
- h. **Records Maintenance.** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PA. These financial records shall be retained by the Contractor for at least three (3) years after the PA terminates or expires, or until all audits initiated within the three (3) years have been completed, whichever is later.
- i. **Price Agreement Numbers.** All orders issued by Purchasing Entities under this PA shall include the following price agreement numbers:

OK-MA-818-025

PADD20200333

- j. **Termination for Convenience.** The Participating Entity may terminate this PA for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days' written notice to the Contractor specifying the date of termination if the Participating Entity determines it is in its best interest. Likewise, Contractor may terminate this PA for its convenience, in whole or in part, with or without cause, upon ninety (90) calendar

PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT

Led by the State of Oklahoma

days' written notice to the Participating Entity specifying the date of termination if the Contractor determines it is in its best interest.

- k. Termination for Default. The Participating Entity may terminate this PA when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon between the parties in writing. The Participating Entity, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.

A Purchasing Entity may terminate an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) calendar days of receiving written notice of said breach or non-compliance.

- l. Public Records and Trade Secrets. Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request, the Contractor must provide an electronic copy of any documents related to this PA, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the Participating Entity's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law. In the event the Participating Entity or Purchasing Entity receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the Participating Entity or the Purchasing Entity against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the Participating Entity or Purchasing Entity, will

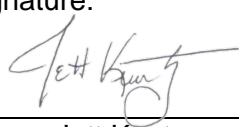
PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT

Led by the State of Oklahoma

result in the full (unredacted) document being released in response to the request.

6. Lease Agreements: No equipment or goods of any sort shall be leased to Purchasing Entities under this PA.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
8. Entire Agreement: This PA and the Master Agreement together with their exhibits and attachments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PA or the Master Agreement or their exhibits and attachments, by any subsequent order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS, WHEREOF, the parties have executed this PA as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: Genuine Parts Company d/b/a NAPA Auto Parts
Signature:	Signature: 
Name: Valerie Bollinger	Name: Jett Kuntz
Title: State Purchasing Manager	Title: Vice President Fleet/Government/IBS
Date:	Date: 4/2/20

PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT

Led by the State of Oklahoma

ATTACHMENT 1 - DETAILED USAGE REPORT

Attachment 1- Detailed Usage Report is attached as a separate document. (Please see the attached document with the document file name "Attachment 1 Detailed Usage Report.xls".)