MASTER AGREEMENT NUMBER 7-26-99-41-03
for
AUTOMOTIVE PARTS
between
the State of California
and
Genuine Parts Company dba NAPA Auto Parts

This Master Agreement is entered into by the State of California ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of Solicitation Number 0000037049 (the "RFP") for the purpose of providing Automotive Parts through the NASPO ValuePoint cooperative purchasing program:

Genuine Parts Company dba NAPA Auto Parts
2999 Wildwood Parkway
Atlanta, GA 30339

1. MASTER AGREEMENT CONTACTS

Contractor's contact (Contractor Contract Manager) for this Master Agreement is:

Ian Redetzky
Government Sales Manager
Ian_Redetzky@genpt.com
(678) 427-2556

Lead State's contact (Lead State Contract Administrator) for this Master Agreement is:

Yolanda Tutt
Contract Administrator
Yolanda.Tutt@dgs.ca.gov
(279) 946-8401

Changes to the Master Agreement Contacts may be made without amendment to this Master Agreement in accordance with Exhibit B, Scope of Work, Section 2.C.

2. TERM

This Master Agreement is effective as of the date of the last signature below or October 20, 2026, whichever is later ("Effective Date"), and will terminate on October 19, 2031, unless terminated sooner or extended or renewed in accordance with the terms set forth herein. Renewals totaling up to two (2) years following the initial term may be exercised upon mutual agreement by the Parties in accordance with Exhibit A, NASPO ValuePoint Master Agreement Terms and Conditions, Section II.

3. ATTACHMENTS

This Master Agreement includes the following:

- Exhibit A: NASPO ValuePoint Master Agreement Terms and Conditions
- Exhibit B: Scope of Work
- Exhibit C: Category Discounts
- Exhibit D: Lead State Terms and Conditions
- Exhibit E: Contractor's Proposal
- The RFP, incorporated by reference, which can be viewed at the Cal eProcure website (https://www.caleprocure.ca.gov/event/77601/0000037049)

4. SIGNATURE

The undersigned for each Party represents and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

LEAD STATE:	**CONTRACTOR:**
Department of General Services	Genuine Parts Company dba NAPA Auto Parts
Agency Name	*Contractor Name*
707 Third Street West Sacramento, CA 95605	2999 Wildwood Pkwy Atlanta, GA 30339
Address	*Address*
Julie Matthews, MAU2 Supervisor	Chris Kinghorn
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
Julie Matthews Digitally signed by Julie Matthews Date: 2026.08.11 10:02:46 -07'00'	Signed by: 2C55885AF57841A...
Authorized Signature	*Authorized Signature*
8/11/26	8/10/2026 | 4:52:42 PM EDT
Date	*Date*

EXHIBIT A:
NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order** means any purchase order, sales order, contract, scope of work, or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.). The Master Agreement will serve as the Participating Addendum for the Lead State and California Purchasing Entities.

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an Order against the Master Agreement and becomes financially committed to the purchase.

1.13.1 Purchasing Entities within the Lead State include California state agencies and local governments ("California Purchasing Entities"). California local governments are defined as "any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services", reference Public Contract Code (PCC) Section 10298(a) and (b), and PCC Section 10299(b).

1.14 **Solicitation** means the solicitation resulting in this Master Agreement.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for five (5) years from the Master Agreement Effective Date. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of the requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum;

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 An Order issued against the applicable Participating Addendum;

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. The term of a Participating Addendum will not exceed the term of this Master Agreement, except when a Participating Entity determines an extension of its Participating Addendum is necessary to avoid a lapse in contract coverage and is permitted by law.

IV. Participants and Scope

4.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the Order.

4.3 Scope of Work Updates. At the discretion of the Lead State, and subject to agreement by the parties, the scope of this Master Agreement may be amended to include or accommodate new or updated models, versions, or technologies related to the objectives and deliverables set forth in the Solicitation.

4.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 Participating Entities.

4.6.1 If not proscribed by law or by the Chief Procurement Official of the state in which the entity is located, an entity may be eligible to execute a Participating Addendum directly with Contractor. Such entities may include:

4.6.1.1 Political subdivisions, public agencies, and service districts;

4.6.1.2 Public and private educational institutions, including K-12 public, charter, and private schools; institutions of higher education; and trade schools;

4.6.1.3 Federally recognized tribes;

4.6.1.4 Quasi-governmental entities; and

4.6.1.5 Eligible non-profit organizations.

4.6.2 Prior to execution of a Participating Addendum with an entity listed above, Contractor shall coordinate with NASPO to confirm the entity's eligibility to execute a Participating Addendum. A determination that an entity is eligible to execute a Participating Addendum is not a determination that procurement authority exists; each entity must ensure it has the requisite procurement authority to execute a Participating Addendum. If Contractor becomes aware that an entity's use of a Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

4.7 Prohibition on Resale. Subject to any specific conditions included in the Solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 Individual Customers. Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of two-fifths of one percent (0.4% or 0.004) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping) invoiced during the preceding quarter. The NASPO ValuePoint Administrative Fee is not negotiable and shall be included as part of all pricing incorporated now and hereafter into this Master Agreement.

5.2.2 Compliance Incentive. For each quarter that Contractor is fully compliant with the requirements described in Sections 5.3.2 and 5.3.3, the NASPO ValuePoint Administrative Fee owed by Contractor under Section 5.2.1

shall be reduced to one-third of one percent (0.33% or 0.0033) of Contractor's invoiced sales for that quarter.

5.2.2.1 Determination of Compliance. NASPO shall have the sole discretion to determine whether Contractor's submissions are compliant with the reporting requirements of Sections 5.3.2 and 5.3.3. Within thirty (30) days of the applicable reporting deadline, NASPO shall notify Contractor of any submission deemed noncompliant. Absent such notice, NASPO shall apply a credit to the NASPO ValuePoint Administrative Fee as described in Section 5.2.2.2. If Contractor's good-faith submission is deemed noncompliant, Contractor may still qualify for the incentive if Contractor engages with NASPO to bring its submission within ten (10) business days of notification of non-compliance. NASPO reserves the right to modify any determination of compliance based on subsequently obtained information.

5.2.2.2 Application of Incentive. The incentive identified in 5.2.2 will be applied as a credit towards the NASPO ValuePoint Administrative Fee due to NASPO in the quarter immediately following the determination of compliance. Any incentive credit due to Contractor in excess of a payment due shall be applied towards the NASPO ValuePoint Administrative Fee due to NASPO in the following quarter. Any incentive credit due to Contractor after expiration of this Master Agreement, where Contractor holds no Master Agreement resulting from a re-solicitation of this Portfolio, shall be remitted by NASPO to Contractor as a one-time payment.

5.2.3 Interest on Late Payment. If the Contractor does not pay the NASPO ValuePoint Administrative Fee within sixty (60) days following the end of each calendar quarter as required by Section 5.2.1, then Contractor shall accrue interest on the unpaid amounts at the rate of 1% per month.

5.2.4 Administrative Fee Updates. NASPO ValuePoint reserves the right to update the NASPO ValuePoint Administrative Fee. If the NASPO ValuePoint Administrative Fee is updated, any renewals exercised shall be contingent upon Contractor's acceptance of the updated NASPO ValuePoint Administrative Fee.

5.2.5 Participating Entity Fees. A Participating Entity may also require payment of an additional administrative fee by Contractors to the Participating Entity based on sales to Purchasing Entities within the Participating Entity's jurisdiction. The rate or amount, payment method, payment schedule, and reporting requirements for such fees shall be incorporated into the Participating Entity's Participating Addendum. Unless otherwise negotiated by the Participating Entity, Contractor may adjust the Master Agreement pricing incorporated into the Participating Addendum by an amount not to exceed the Participating Entity's fee. Any such adjustment shall be clearly identified in the Participating Addendum and will have no effect on the NASPO ValuePoint administrative fee, pricing in the Master Agreement, or pricing offered to Purchasing Entities outside the Participating Entity's jurisdiction.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). By placing an Order under this Master Agreement, a Purchasing Entity agrees to have their data (i) included in reports submitted by Contractor to NASPO ValuePoint and (ii) used by NASPO ValuePoint as set forth in this Master Agreement without limitation, unless otherwise requested in writing by the Purchasing Entity and agreed to in writing by NASPO. Timely and complete reporting of Sales Data by Contractor is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, completely and accurately report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, completely and accurately report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint and shall include all required fields. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.3.6 **Obligation to Act in Good Faith.** The parties acknowledge that this Master Agreement and its terms and pricing have been negotiated for the benefit of the parties, NASPO ValuePoint, Participating Entities, and Purchasing Entities. Apart from a Participating Addendum or Order, Contractor shall not intentionally induce a potential Participating Entity or Purchasing Entity to enter into a separate agreement, the pricing and terms of which are derived from this Master Agreement, for the purpose of avoiding compliance with Contractor's obligations under Section V. Nothing in this Section 5.3.6 shall prohibit Contractor from contracting with an entity with substantially similar pricing and terms if such pricing and terms are independently negotiated with the entity or are consistent with pricing and terms ordinarily offered by Contractor to public sector customers.

5.3.7 **Corrections Required.** If it is determined that Contractor's sales reporting is inaccurate for any reason, Contractor is required to correctly report its sales data within thirty (30) days of discovery of the reporting error. If the reporting error caused underpayment of the NASPO ValuePoint Administrative Fee identified in Section 5.2.1, then the Contractor shall incur interest on the unpaid amounts at the rate of 1% per month. Such interest shall accrue from sixty (60) days following the end of the calendar quarter in which the sale was made, the date the payment would have originally been due had correct reporting been received.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 NASPO ValuePoint eMarketPlace

5.5.1 The NASPO ValuePoint cooperative provides an eMarketPlace for public entities to access a central online platform to view and/or purchase the goods, services, and solutions available from NASPO ValuePoint's cooperative Master Agreements. This eMarketPlace is provided by NASPO at no additional cost to the Contractor or public entities. Its purpose is to facilitate the connection of public entities with Contractors who meet the requisite needs for a good, service, or solution by that entity through a NASPO ValuePoint Master Agreement.

5.5.2 Contractor shall cooperate in good faith with NASPO, and any third party acting as an agent on behalf of NASPO, to integrate Contractor's industry presence by either an electronic hosted catalog, punchout site, or providing eQuotes through the NASPO eMarketPlace, per the Implementation Timeline as further described below.

5.5.3 Regardless of how Contractor's presence is reflected in the eMarketPlace (*i.e.*, hosted catalog, punchout site, or eQuote), Contractor's listed offerings must be strictly limited to Contractor's awarded contract offerings through the NASPO award. Products and/or services not authorized through the resulting NASPO cooperative contract should not be viewable by NASPO ValuePoint eMarketPlace users. Furthermore, products and/or services not authorized through a Participating Addendum should not be viewable by NASPO ValuePoint eMarketPlace users utilizing that Participating Addendum. The accuracy of Contractor's offerings through the eMarketPlace must be maintained by Contractor throughout the duration of the Master Agreement.

5.5.4 Contractor agrees that NASPO controls which Master Agreements appear in the eMarketPlace and that NASPO may elect at any time to remove any of Contractor's offerings from the eMarketPlace.

5.5.5 Contractor is solely responsible for the accuracy, quality, and legality of Contractor's Content on the eMarketPlace. "Content" means all information that is generated, submitted, or maintained by Contractor or otherwise made available by Contractor on the eMarketPlace, including Contractor catalogs. Contractor's Content shall comply with and accurately reflect the terms and pricing of this Master Agreement.

5.5.6 Contractor's use of the eMarketPlace shall comply with the eMarketPlace's Terms of Use.

5.5.7 Contractor is solely responsible for the security and accuracy of transactions facilitated through the eMarketPlace, including the assessment, collection, and remittance of any sales tax.

5.5.8 Lead State reserves the right to approve all pricing, catalogs, and information on the eMarketPlace. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices required by the Master Agreement.

5.5.9 NASPO Participating Entities may have their own procurement system, separate from the NASPO eMarketPlace, that enables the use of certain NASPO Master Agreements. In the event one of these entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarketPlace) but publish to their own eMarketPlace, Contractor agrees to work in good faith with the entity and NASPO to implement the catalog.

5.5.10 In the event a Participating Entity has entity-specific catalog requirements set forth in its Participating Addendum (*e.g.*, entity-specific pricing, restrictions in the scope of offerings, etc.), Contractor shall ensure its eMarketPlace Content for that Participating Entity accurately reflects and is compliant with these requirements.

5.5.11 Implementation Timeline: Following the execution of Contractor's Master Agreement, NASPO will provide a written request to Contractor to begin the onboarding process into the eMarketPlace. Contractor shall have fifteen (15) days from receipt of written request to work with NASPO to set up an enablement schedule, at which time the technical documentation for onboarding shall be provided to Contractor. The schedule will include future calls and milestone dates related to test and go live dates.

5.5.11.1 Contractor's NASPO eMarketPlace account with eQuoting functionality shall minimally be established within thirty (30) days following the written request.

5.5.11.2 Contractor shall deliver either a (1) hosted catalog or (2) punchout site, pursuant to the mutually agreed upon enablement schedule.

5.5.11.3 NASPO will work with Contractor to decide which structures between hosted catalog, punchout site, and/or eQuoting as further described below will be provided by Contractor.

5.5.11.3.1 Hosted Catalog. By providing a hosted catalog, Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to NASPO, such as a tab delimited text file. Contractor is solely responsible for ensuring the most up-to-date versions of its product/service offerings approved by the Lead State under this Master Agreement are reflected in the eMarketPlace.

5.5.11.3.2 Punchout Site. By providing a punchout site, Contractor is providing its own online catalog, which must be capable of being integrated with the eMarketPlace as a Standard punchout via Commerce eXtensible Markup Language (cXML). Contractor shall validate that its online catalog is up-to-date. The site must also return detailed UNSPSC codes for each line item.

5.5.11.3.3 eQuoting. NASPO will work with Contractor to set up participation and use to provide eQuotes through the NASPO eMarketPlace. This requirement would be in addition to any requirement to provide a hosted catalog or punchout site.

5.5.12 Hosted catalogs and punchout sites will provide all of the eMarketPlace standard data elements/information including, but not limited to, the following:

5.5.12.1 The most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with this Master Agreement;

5.5.12.2 A Lead State contract identification number for this Master Agreement;

5.5.12.3 Detailed product line item descriptions;

5.5.12.4 Pictures illustrating products, services, or solutions where practicable; and

5.5.12.5 Any additional NASPO, Lead State, or Participating Addendum requirements.

5.6 **Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur during the initial term of the Master Agreement. This subsection does not limit the discretionary right of the Lead State to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.7 **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.8 **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All discounts must be guaranteed for the entire term of the Master Agreement, including extension years.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within forty-five (45) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Purchasing Entities may pay by check, electronic funds transfer, or by a purchasing card. Payments may be made via a purchasing card with no additional charge.

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** Master Agreement Order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Notwithstanding any other provision of this Master Agreement, any obligation of a Purchasing Entity to make payment on an Order placed under this Master Agreement is contingent upon the appropriation and availability of funds for such purposes. In the event that sufficient funds are not appropriated or otherwise made available by the Purchasing Entity's legislative or governing body, the Purchasing Entity shall terminate the Order with written notice to Contractor. The Purchasing Entity shall not be liable to Contractor for any penalty or damages as a result of such termination, and Contractor shall be entitled to payment only for those Products and Services delivered and accepted prior to the effective date of termination.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not accept any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 **Shipping Terms.** Delivery and shipping terms are outlined in Exhibit B, Section 8.

8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Order number.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, and NASPO ValuePoint, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing

Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the Solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the Solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the

Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 If Contractor uses a vehicle in the performance of this Master Agreement, Contractor shall maintain Commercial Automobile Liability insurance for such vehicle covering bodily injury, property damage liability, and contractual liability, with a limit of not less than $1 million per occurrence, combined single limit.

13.3.3 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), NASPO ValuePoint, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State and NASPO ValuePoint to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of

Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be adequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 Changes in Contractor Representation. The Contractor must, within five (5) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by the Lead State upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by one or more of the following events, if such event's occurrence or continuation is beyond the party's reasonable control and substantially inhibits the party's ability to deliver Product or other deliverables in accordance with this Master Agreement: fire, riot, unusually severe weather, other acts of God, acts of war or terrorism, and restrictions on the movement of people or goods imposed in a public health order or by a declared state of emergency. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the Solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof or completion of performance thereunder, whichever is later.

EXHIBIT B:
SCOPE OF WORK

1. OVERVIEW

This Scope of Work outlines the products and services to be provided by the Contractor under the Automotive Parts Master Agreement ("Master Agreement") for the Lead State and all other Participating Entities. Contractor shall provide a comprehensive portfolio of high-quality automotive parts and serve as the primary point of contact for all matters related to data collection, reporting, and distribution. All performance requirements shall be carried out in accordance with the terms and conditions set forth in this Master Agreement.

2. LEAD STATE AND CONTRACTOR RESPONSIBILITIES

A. The Lead State will assign a Lead State Contract Administrator to be the contact person for administration and issues relating to the Master Agreement. Any modifications to the requirements contained in the Master Agreement may only be authorized by the Lead State Contract Administrator, or their designee, through a Master Agreement amendment. The Lead State Contract Administrator information will be provided to the Contractor upon award of the Master Agreement.

B. Contractor shall assign a Contract Manager to serve as a single point of contact for all Master Agreement inquiries and contractual issues. The Contractor Contract Manager must be authorized to make decisions on behalf of the Contractor. Prior to Master Agreement execution, the Contractor shall provide its Contract Manager's name, address, telephone number, and e-mail address to the Lead State Contract Administrator within five (5) business days of the Lead State's written request.

C. Should the Contractor's Contract Manager or the Lead State Contract Administrator change, each party will notify the other in writing, without amendment to the Master Agreement. Any changes to the Contractor's Contract Manager must be reported to the Lead State Contract Administrator within five (5) calendar days of the change. The Contractor must also notify Participating Entities with active Participating Addenda of any such change.

D. Contractor shall make technically competent personnel available to the Lead State to accomplish the tasks and deliverables for the implementation and management of the Master Agreement.

E. Contractor shall promptly notify the Lead State Contract Administrator, in writing, of any unresolved issues or problems related to the Master Agreement that have been outstanding for more than five (5) business days.

3. SCOPE OF PRODUCTS

Contractor shall provide Automotive Parts products to Purchasing Entities in the categories listed below:

1) Air Conditioning
2) Alternators and Starters
3) Batteries
4) Bearings (Ball and Roller)
5) Belts and Hoses
6) Brakes
7) Electrical and Ignition
8) Emissions, Sensors, and Exhaust
9) Engine and Drive Train
10) Filters (Oil, Gas, Air, and Transmission)
11) Gaskets and Seals
12) Heating and Cooling (Engine)
13) Lamps, Lighting, and Mirrors
14) Oils, Chemicals, Fluids, and Lubricants
15) Pumps (Fuel and Water)
16) Suspension (Shocks and Struts) and Steering
17) Wipers
18) Winter Accessories
19) General Automotive Parts (Aftermarket Automotive Parts not included in Categories 1-18.)
20) Automotive Repair Shop Supplies, Equipment and Tools (e.g., windshield repair kits, wrenches, etc.)

Automotive Parts include any of the mechanical, electrical, and structural components that make up a motor vehicle or contribute to its operation and safety. The term “automotive” specifically refers to road-going motor vehicles designed for transporting people or goods on land.

Products intended for use in air, sea, rail, or non-motorized vehicles are outside the scope of this agreement.

Only items that fall within the defined Automotive Parts categories above may be purchased under the Master Agreement.

4. ELECTRONIC CATALOG

A. Automotive Parts Electronic Catalog

Contractor shall develop and maintain a dedicated electronic catalog for use by Purchasing Entities to view Master Agreement products and pricing. Contractor’s electronic catalog must be separate from the Contractor’s commercially available (i.e., public) online catalog and shall contain only category items and pricing as specified in the awarded Master Agreement. No other items or pricing may be shown in the electronic catalog without written approval from the Lead State Contract Administrator.

B. Electronic Catalog/Contract Website Contents

The Lead State Contract Administrator will review and determine the acceptability of the electronic catalog format and data. The electronic catalog shall contain the following data elements at minimum:

- Item description
- Contractor's stock keeping number (SKU)
- Unit of measure (UOM)
- Quantity in the UOM
- List Price/Manufacturer Suggested Retail Price (MSRP)
- Master Agreement price
- Quote generation (if applicable)
- Publicly available original equipment manufacturer (OEM) price lists (current and archives)

Within 30 calendar days of notice of award, Contractor will be required to provide the electronic catalog for Lead State Contract Administrator approval.

C. Availability

The electronic catalog shall be available twenty-four (24) hours per day, seven (7) days per week, except for regularly scheduled maintenance times. Contractor shall not have any catalog viewing access restrictions for the Lead State, Participating Entities, or Purchasing Entities.

5. PRICING

A. Category Discounts

Contractor shall provide Automotive Parts to Participating Entities and Purchasing Entities at or above the minimum discount-off MSRP provided in Exhibit C, Category Discounts.

Category discounts will remain firm as the minimum discount for the entire term of the Master Agreement, including extension periods. However, Contractors may offer lower pricing on a per-order basis to Purchasing Entities.

In the event a product falls into two or more categories, the highest category discount will be applied.

B. Promotions

Contractor may offer promotional discounts, including but not limited to statewide or national promotional discounts, customer location specific discounts, bulk discounts, or spot discounts.

During special pricing promotions, the Contractor shall offer Purchasing Entities the promotional pricing or the Master Agreement pricing, whichever is lower.

Promotional pricing shall not be cause for a permanent change in pricing. Promotional items shall come with all benefits of the Master Agreement terms and conditions and shall include all provisions such as warranty and delivery.

6. RETAIL SALES ESTABLISHMENTS

Contractor shall provide Retail Sales Establishments for use by Participating Entities and Purchasing Entities under the Master Agreement. Retail Sales Establishments are defined as any facilities that the Contractor uses on a regular basis to warehouse and/or sell merchandise, and at which the Contractor conducts regular business transactions at either the retail or wholesale level. Contractor facility should provide:

- Walk-in and will-call order system during regular work hours.
- Customer service associate(s) to support walk-in and will-call order systems.
- Itemized sales receipts for all walk-in and will-call transactions.
- Availability of delivery.
- Acceptance of a purchasing card.

These facilities shall be operated in accordance with state law and comply with all zoning requirements as implemented by local, county or state governments. Examples of unacceptable retail sales establishments include houses, garages, or storage rental facilities.

Contractor shall ensure Participating Entities and Purchasing Entities will receive Master Agreement pricing when purchasing items through Retail Sales Establishments.

Contractor shall provide a list of authorized retail sales establishment locations to be used on the Master Agreement to the Lead State within 15 calendar days of notice of award. The approved authorized retail sales establishment location listing will be posted on the Lead State's website and the NASPO ValuePoint website. During the term of the Master Agreement, Contractor shall notify the Lead State Contract Administrator in writing of any updates to the authorized retail sales establishment location listing (e.g. additions, deletions, changes).

7. ORDERING

Contractor shall comply with ordering requirements set forth below, in addition to the provisions specified in Exhibit A, Section VII (Ordering).

A. Ordering Methods

1) Contractor shall accept orders through the following methods:

   - Electronic (email) – An email address to be used by Purchasing Entities for placing orders must be in place before the commencement of the Master Agreement.

   - U.S. Mail – Contractor must have the capability to receive orders by mail in place before the commencement of the Master Agreement.

   - Over-the-counter/Walk-In – Contractor shall provide over-the-counter order and delivery at all commercial locations listed on the authorized Retail Sales Establishment listing in accordance with Section 6, Retail Sales Establishments.

   - Online (internet) – Contractor's dedicated electronic catalog website to be used by Purchasing Entities for viewing Master Agreement products and placing orders must be in place before the commencement of the Master Agreement in accordance with Section 4, Electronic Catalog.

2) Contractor may accept orders through the following method:

   - Fax machine – If offered, a toll-free fax machine number to be used by Purchasing Entities for placing orders must be in place before the commencement of the Master Agreement. Fax machine orders must be accepted between the hours of 8:00 AM and 5:00 PM, Monday through Friday in the time zone where the order is placed.

3) Contractor shall provide ordering information for Purchasing Entities within five (5) business days of written request from the Lead State and/or Participating Entity.

B. Purchase Execution

Purchasing Entities will submit orders directly to the Contractor using one of the ordering methods listed in Section 7.A, Ordering Methods.

Contractor shall not accept purchase documents from Purchasing Entities that are incomplete or contain items outside the scope of the Master Agreement.

C. Minimum Order/Shipping Amount

Contractor shall not impose any minimum order requirements, whether based on quantity or dollar value, or minimum shipping amount for any order placed under the Master Agreement.

D. Order Acknowledgement

Contractor must provide Purchasing Entities with an order receipt acknowledgment via e-mail/fax within one (1) business day after receipt of an order. The acknowledgement will include:

- Purchasing Entity Name
- Purchase Order Number
- Description of Goods / SKUs
- Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

E. Out-of-Stock / Discontinued Item Remedy

Upon receipt of order acknowledgment identifying out of stock or discontinued items, the Purchasing Entity shall have the following options:

- Amend the purchase document to reflect a substitute item approved by the Purchasing Entity
- Request back order
- Cancel the item from the order with no penalty

Upon request, Contractor shall provide updates on back ordered items to the Purchasing Entity. Contractor is not permitted to make substitutions or cancellations without authorization from the Purchasing Entity.

F. Core Exchange/Charges

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

G. Remanufactured Parts

Contractor may provide remanufactured parts when new parts are not available with authorization from the Purchasing Entity. Used, previously installed or shop-worn parts shall not be accepted.

8. DELIVERY

Contractor shall comply with delivery requirements set forth below, in addition to the provisions specified in Exhibit A, Section VIII (Shipping and Delivery).

A. Delivery Locations

Deliveries are to be made to the Purchasing Entity's location specified on the individual order, which may include, but not be limited to inside buildings, high-rise office buildings, and receiving docks.

B. Delivery Schedule

Delivery of ordered product shall be completed within two (2) business days after receipt of an order, unless otherwise agreed to by the Purchasing Entity.

Since receiving hours for each Purchasing Entity will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific receiving hours before delivery occurs.

Contractor must notify the Purchasing Entity within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the order.

C. Delivery from Retail Sales Establishments

Delivery of standard in-stock items to locations within five (5) miles from company's retail business establishment shall be accomplished within four (4) hours. Delivery outside the five (5) mile range will be accomplished by a scheduled delivery.

D. Security Requirements for Institutions

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures to be followed for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

E. Free on Board (F.O.B.) Destination (Shipping Terms)

All prices offered shall be F.O.B. destination, freight prepaid by the Contractor, to the Purchasing Entity's final receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the Purchasing Entity, except for the responsibility for latent defects, fraud, and warranty obligations.

All emergency or rush deliveries that require special shipping and handling should be at the Purchasing Entity's expense, with prior approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item. In the event an emergency or rush delivery is required as the result of a Contractor’s error, all shipping costs shall be paid by the Contractor.

9. MANUFACTURER WARRANTY

Contractor must honor all manufacturers’ warranties and guarantees on all products offered as part of the Master Agreement. If a product warranty extends beyond the term of the Master Agreement, the Contractor must agree to provide warranty services throughout the life of the warranty. Contractor shall be the main point of contact for all warranty issues and shall facilitate any necessary contact between the Purchasing Entity and the manufacturer.

Parts must be warranted to be free of defective parts and workmanship, provided they are properly installed on the vehicle for which they were intended, for the time and mileage shown in the product literature or catalog.

Statement of warranty is to be provided by Contractor with items delivered under the Master Agreement.

10. RETURN POLICY

Items purchased under the Master Agreement may be returned at no cost for a full refund if item is unused, in its original packaging and within thirty (30) calendar days of delivery.

All returns shall be picked up within seven (7) business days of notification. Notification is defined as notice in writing, by fax or e-mail.

11. CREDIT POLICY

Contractor shall accept returns for up to 30 calendar days after delivery. A full credit/refund shall be offered for the following items:

- Items shipped in error
- Defective or freight-damaged items
- Unopened product (returned within 30 calendar days of delivery)

Additionally, a full credit/refund shall be provided for products that do not in substantially conform with the specification requirements regardless of time of notification.

Contractor may charge a restocking fee for returns that do not meet the reasons above. In all cases, the Purchasing Entity shall have the option of taking an exchange, receiving a credit, or receiving a refund. Restocking fees can be no greater than 10 percent of the value of the items needing re-stocking.

All returns shall be picked up within seven (7) business days of notification. Notification is defined as notice in writing, by fax or e-mail. Shipping or freight costs for returned items that were shipped in error, defective or freight-damaged shall be paid by the Contractor.

Contractor will be responsible for the credit/refund or replacement of all products, including those covered by manufacturer warranties as stated in Section 9, Manufacturer Warranty. Contractor cannot require the Purchasing Entity to deal directly with the manufacturer.

12. PRODUCT RECALL PROCEDURES

Contractor shall provide recall notification, regardless of level, in writing to the Lead State Contract Administrator and each applicable Purchasing Entity through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number, and disposition instructions.

Contractor agrees to use commercially reasonable efforts in identifying the applicable manufacturer in order that the Lead State and any Participating Entities or Purchasing Entities may work with such manufacturer to handle any applicable recall issues. Contractor shall issue replacement of product or credit for any product removed or recalled. Each Purchasing Entity shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

13. INVOICING AND PAYMENT

A. Invoices

Invoices shall be submitted to the Purchasing Entity within seven (7) calendar days from date of delivery. Invoices should include the following at a minimum:

- Purchasing Entity Order Number (Purchase Order Number)
- Purchasing Entity Name
- Delivery address of the order
- Product(s) description
- Manufacturer’s product(s) number(s)
- Quantities of merchandise issued
- Price(s) per unit(s) and extended price
- Date ordered
- Date delivered
- Listing of returns or back ordered items
- Discounts (i.e. Cash Discounts, Prompt Payment, etc.)
- Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency
- Any other mutually agreed upon requirements

14. REPORTING

A. Lead State Usage Report

During the term of the Master Agreement, Contractor shall submit usage reports on a monthly basis for all invoiced purchase orders from California Purchasing Entities to the

Lead State Contract Administrator.

Usage report shall contain the following data elements at a minimum:

- Ordering Agency Name (California Purchasing Entity)
- Agency Type (State/Local)
- Purchase Order Number
- Order Date
- Category
- Manufacturer Part Number (OEM #)
- Item Description
- Unit of Measure
- Quantity
- List Price/MSRP
- Unit Price
- Extended Price Paid

Tax must not be included in the report, even if it is on the purchase order.

The Lead State Contract Administrator will provide the reporting template upon award. The Lead State reserves the right to modify the reporting template and require Contractor to provide additional order information during the term of the Master Agreement.

The report shall be an Excel spreadsheet transmitted electronically to PDCooperatives@dgs.ca.gov.

Reports are due by the 15th day following the end of each month. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of the Master Agreement.

The report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the Lead State Contract Administrator.

Amendment for term extensions may be approved only if all reports due have been submitted to the Lead State.

B. Participating Entity Reporting

Contractor must provide usage reporting to Participating Entities as defined in the individual Participating Addendum.

C. Ad Hoc Reporting

Contractor shall have the ability to provide ad hoc reports at no cost to the Lead State. Upon written request, Contractor shall permit and provide access to all data that pertains to any procurement action taken by a Purchasing Entity or Participating Entity as a whole. The Lead State or Purchasing Entity may make copies of procurement data in any form, and the use of such data shall not be restricted.

Dependent on future reporting requirements, the Lead State may ask that certain reports become standard and be delivered to the Lead State on a monthly or quarterly basis.

D. Lead State Administrative Fee

Contractor shall remit a Lead State administrative fee of 1.25 percent of all goods purchased by California Purchasing Entities for each reporting period. Prices submitted shall not reflect the Lead State administrative fee. The Lead State administrative fee shall not be invoiced or charged to Purchasing Entities and is specific to California only.

This fee will be due to the Lead State on the 30th day following the end of the reporting period. Payment of the Lead State administrative fee is due irrespective of payment status on orders from a Purchasing Entity.

Payment may be made in the form of an electronic payment using the LPA Payment Portal website or by submitting a check payable to the State of California, Department of General Services. Administrative fee payments made by check must include the Master Agreement on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Master Agreement.

15. MANAGEMENT AND CUSTOMER SERVICE

A. Contractor Responsibility

Contractor shall be responsible for successful contract performance of the Master Agreement and successful performance of any and all of their subcontractors.

Contractor agrees to comply with requirements under the Master Agreement, even if requirements are delegated to subcontractors. All Lead State policies, guidelines, and requirements apply to subcontractors. The prime Contractor and subcontractor(s) shall not in any way represent themselves in the name of the Lead State without prior written approval.

Furthermore, the Lead State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, payments, and warranty issues for the term of the Master Agreement and any extensions.

Use of subcontractors will be addressed within each Participating Entity's Participating Addendum.

B. Customer Service Unit

Contractor will have a customer service unit that supports Participating Entities. The customer service unit shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during business hours.

The customer service unit shall be staffed with individuals who:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur
- Are designated for training and general customer service follow-up

Contractor shall respond to customer inquiries within one (1) business day of initial contact.

Prior to Master Agreement award, Contractor shall provide customer service information to the Lead State within five (5) business days of written request.

C. Contractor Name Change

Contractor shall notify the Lead State of any legal business name change. Upon receipt of legal documentation of the name change the Lead State will process an amendment to change the name listed on the Master Agreement. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

16. TRANSITION PLAN / END OF AGREEMENT

Contractor agrees that at the end of the Master Agreement, should the Lead State conduct another procurement and award a new Master Agreement, the Contractor will work with the Lead State Contract Administrator, if requested, to ensure that an efficient and effective transition takes place.

Upon termination or expiration of the Master Agreement the following will occur:

- All online offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

- Customer data/user accounts acquired during the term of the contract shall be destroyed or returned to the Lead State at the request of the Lead State Contract Administrator.
- No references to the Master Agreement shall be made after contract end on the Contractor's commercial website without permission from the Lead State Contract Administrator.
- All invoicing disputes and/or order tracking will be conducted through the Contractor's Customer Service Unit via telephone or email.

17. LEAD STATE REQUIREMENTS

The following requirements are specific to all purchases for California Purchasing Entities only and may be incorporated within other Participating Entity's Participating Addenda at the Participating Entity's discretion.

A. Lead State General Provisions

The Lead State's Non-Information Technology – General Provisions outlined in Exhibit D will be applicable for all orders placed under the Master Agreement by California Purchasing Entities.

B. Generative Artificial Intelligence (GenAI) Disclosure and Obligations

Contractor shall comply with the GenAI Disclosure and Obligations requirements specified in Exhibit D, Section 16 entitled "Generative Artificial Intelligence" for all California Purchasing Entity orders.

C. Payment

California Purchasing Entities may pay by check, electronic funds transfer, or with the State of California purchase card (CAL-Card). Payments are to be made in accordance with paragraph 10.2 of Exhibit D.

D. State of California Purchase Card (CAL-Card) Invoicing

For California Purchasing Entity orders paid through CAL-Card, invoices are to be processed separately from other payment methods and submitted to the CAL-Card account holder. The total invoice amount for each order paid by CAL-Card must reflect a zero balance due or credit, if applicable, and be identified as "paid by CAL- Card". For additional information, visit the CAL-Card Program website.

E. Environmentally Preferrable Purchasing (EPP)

California Department of General Services is responsible for the implementation of EPP as mandated by the California Public Contract Code (PCC), Chapter 6, sections 12400-12404. Contractor certifies the products or services offered comply with the Federal Trade Commission's Guidelines for the Use of Environmental

Marketing Terms (PCC Section 12404).

F. Post-Consumer Recycled Content (PCRC) Certification

California state agencies are required to report purchases made within 16 product categories in the California Department of Resources Recycling and Recovery's (CalRecycle), State Agency Buy Recycled Campaign (SABRC) in accordance with Public Contract Code sections 12200-12217. In order to comply with those requirements, Contractor will be required to certify in writing the minimum percentage, if not the exact percentage, of post-consumer recycled content (PCRC) material in each of the products ordered, upon request by a California Purchasing Entity.

G. Green Product Marking and Labeling

Contractor shall identify products that possess third party environmental certifications on the dedicated electronic catalog.

H. Mercury Containing Products

A person cannot sell or distribute for promotional purposes, in California, certain types of new or refurbished products and devices that contain mercury.

Health and Safety Code, Division 20, Chapter 6.5; Mercury-Added Thermostats, Relays, Switches, and Measuring Devices (Sections 25214.8.1-25214.8.6).

I. Consumer Products

Contractor may not sell, supply, offer for sale, or manufacture for sale, in California, consumer products that do not comply with Article 2: Regulation for Reducing Emissions from Consumer Products, commonly referred to as the General Consumer Products Regulation. (Sections 94507-94517)

J. Brake Friction Material

All motor vehicle brake friction materials sold in California must comply with California Health and Safety Code Section 25250.51 for concentrations of certain heavy metals and asbestiform fibers.

EXHIBIT C:
CATEGORY DISCOUNTS

Contractor will provide Automotive Parts in the following categories at or above the minimum discount-off manufacturer suggested retail price (MSRP) listed in the table below.

Category	Description	Minimum Percent Discount-Off MSRP
1	Air Conditioning	52%
2	Alternators and Starters	53%
3	Batteries	46%
4	Bearings (Ball and Roller)	55%
5	Belts and Hoses	48%
6	Brakes	56%
7	Electrical and Ignition	52%
8	Emission, Sensors and Exhaust	54%
9	Engine and Drive Train	52%
10	Filters (Oil, Gas, Air and Transmission)	72%
11	Gaskets and Seals	50%
12	Heating and Cooling (Engine)	53%
13	Lamps, Lighting, and Mirrors	53%
14	Oils, Chemicals, Fluids, and Lubricants	52%
15	Pumps (Fuel and Water)	52%
16	Suspension (Shocks and Struts) and Steering	52%
17	Wipers	59%
18	Winter Accessories	54%
19	General Automotive Parts (Aftermarket Automotive Parts not included in Categories 1-18.)	50%
20	Automotive Repair Shop Supplies and Equipment/ Tools (e.g., windshield repair kits, wrenches, etc.)	46%

EXHIBIT D:
LEAD STATE TERMS AND CONDITIONS

The Lead State's Non-Information Technology – General Provisions – Goods, DGS PD 401-NITGP (Goods) revised and effective 2/20/2025 is hereby incorporated by reference and made a part of the Master Agreement as if attached hereto.

These terms are applicable for California Purchasing Entities only and, in case of conflicts, will take precedence for orders placed by California Purchasing Entities under this Master Agreement.

Attachment 8
OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

This attachment contains the Offeror's proposal details and must include the Offeror's authorized representative's signature in accordance with Attachment 1, Section IV.N, Required Signatures.

Offeror must provide responses to each item below. **Insert your responses into this worksheet directly below each prompt where indicated.** No other modifications to this form are permitted.

SUBMIT COMPLETED ATTACHMENT WITH PROPOSAL.

(Rest of page intentionally left blank)

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

I. OFFEROR INFORMATION

A. Company's Full Legal Name:

Genuine Parts Company dba NAPA Auto Parts

B. Primary Business Address:

2999 Wildwood Parkway Atlanta Ga. 30339

C. Federal Tax Identification Number:

580254510

D. Entity Type (check one of the below):

☐ Sole Proprietorship
☐ Partnership
☐ Limited Liability Company
☒ Corporation

E. Artificial Intelligence Disclosure. Was artificial intelligence technology used in the development or completion of any portion of this proposal? (Check one of the below.)

☐ Yes
☒ No

II. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

A. Proposal Contact Name:

Don Lachance

B. Proposal Contact Title:

Government Sales Manager

C. Proposal Contact Email:

Don_lachance@genpt.com

D. Proposal Contact Phone Number:

404-386-4157

III. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

A. Non-collusion.

1. This proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

B. Data Disclosure to Foreign Governments and Prohibited Technology. (Check one of the below.)

☒ Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

☐ Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

C. Conflicts of Interest. (Check one of the below.)

☒ Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.

☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

D. Business Certifications. (Check all that apply.)

☐ Offeror is a California certified Small Business (SB).

☐ Offeror is a California certified Disabled Veteran Business Enterprise (DVBE).

ENTER CALIFORNIA CERTIFICATION ID HERE, IF APPLICABLE

E. Required Insurance. Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment 4 – Sample Master Agreement.

F. NASPO ValuePoint Administrative Fee. Offeror agrees to pay an administrative fee and submit summary and detailed sales reports to NASPO ValuePoint in accordance with Attachment 4 – Sample Master Agreement. All costs proposed by Offeror must be inclusive of the NASPO ValuePoint administrative fee.

G. Marketing Plan. If awarded a Master Agreement resulting from this RFP, within 30 calendar days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment 9 – Offeror Response Worksheet.

H. Cancellation and Transfer. Offeror understands and agrees that the Lead State may, as set forth in Attachment 1 – RFP Terms and Conditions, cancel this RFP or transfer this RFP to a new Lead State if the Lead State determines that such transfer is in the best interest of the Lead State and potential Participating Entities and Purchasing Entities.

I. Conditional Awards. Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment 1 – RFP Terms and Conditions, and Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.

J. Understanding of the RFP. Offeror has read the RFP in its entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions. In accordance with Attachment 1 – RFP Terms and Conditions, Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

IV. SIGNATURE

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:

Signed by:
Art Fischer
248D401FE8F3495...

2/4/2026

Signature **Date**

Art Fischer
Printed Name

Vice President
Title

Art_fischer@genpt.com
Email Address

404-386-4157
Phone Number

Attachment 9
OFFEROR RESPONSE WORKSHEET

This attachment lists the items to which the Lead State requires Offerors to provide a response.

Requirements are identified as mandatory (M), non-mandatory (NM), mandatory scored (MS), and non-mandatory scored (NMS). Refer to Attachment 1 – RFP Terms and Conditions, Section III.E, Identification of Requirements and Attachment 7 – Offeror Proposal Requirements for instructions.

Offeror must provide complete and succinct responses to each item below. **Insert your responses into this worksheet in the "Offeror Response" section for each question or prompt where indicated.**

While supplementary marketing materials are neither requested nor desired, Offeror should provide all information necessary to demonstrate Offeror's ability to meet the requirements of this RFP and the Attachment 2 – Scope of Work.

Section 2 - Narrative Responses will be evaluated and scored in accordance with Attachment 3 – RFP Evaluation Plan.

SUBMIT COMPLETED ATTACHMENT WITH PROPOSAL.

(Rest of page intentionally left blank)

OFFEROR RESPONSE WORKSHEET

Offeror Name: Genuine Parts Company dba NAPA Auto Parts

Genuine Parts Company dba NAPA Auto Parts

SECTION 1 – ADMINISTRATIVE RESPONSES

Question #	Description of Requirement	Offeror Response
Response required with Offeror proposal		
1.1	**Iran Contracting Act (M) –** In accordance with the Iran Contracting Act, does Offeror certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services? RFP Reference: Attachment 7, Section 2.2	*Yes or No only* ☒ Yes ☐ No
1.2	**Iran Contracting Act (M) –** In accordance with the Iran Contracting Act, does Offeror certify it is **not** a financial institution extending $20 million or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of person engaged in investment activities in Iran created by California Department of General Services? RFP Reference: Attachment 7, Section 2.2	*Yes or No only* ☒ Yes ☐ No
1.3	**Iran Contracting Act (M)** – Has Offeror obtained an exemption from the certification requirement under the Iran Contracting Act? If yes, submit documentation demonstrating the exemption approval with the bid response. RFP Reference: Attachment 7, Section 2.2	*Yes or No only* ☐ Yes ☒ No
1.4	**Darfur Contracting Act (M)** - Has the Offeror conducted business outside of the United States in the last three (3) years? RFP Reference: Attachment 7, Section 2.3	*Yes or No only* ☒ Yes ☐ No

Question #	Description of Requirement	Offeror Response
1.5	**California Small Business Preference (NM)** – Is the Offeror a California certified small business or small business/Nonprofit Veteran Services Agencies (SB/NVSA) claiming the small business preference? RFP Reference: Attachment 7, Section 2.13.2 and 2.13.3	*Yes or No only* ☐ Yes ☒ No
1.6	**California Non-Small Business Subcontractor Preference (NM)** – Is the Offeror a non-small business claiming at least 25 percent small business subcontractor preference? RFP Reference: Attachment 7, Section 2.13.4	*Yes or No only* ☐ Yes ☒ No
1.7	**California Target Area Contract Preference Act (TACPA) Preference (NM)** – Is the Offeror claiming a TACPA preference? RFP Reference: Attachment 7, Section 2.13.5	*Yes or No only* ☐ Yes ☒ No
Response may be provided with Offeror proposal or within five (5) working days after notification from the Lead State.		
1.8	**Generative Artificial Intelligence (GenAI) (M) –** Does Offeror intend to provide GenAI as a deliverable to the Lead State or utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a Lead State system, (ii) risk to the Lead State, or (iii) Contract performance. RFP Reference: Attachment 7, Section 2.5	*Yes or No only* ☐ Yes ☒ No
1.9	**California Seller's Permit (M) –** Provide Offeror's Seller's Permit number issued by the California Department of Tax and Fee Administration. RFP Reference: Attachment 7, Section 2.7	SYDH 11614084
1.10	**California Secretary of State (SOS) Certification (M)** – Provide Offeror's SOS certification number. RFP Reference: Attachment 7, Section 2.8	CO499070

SECTION 2 – NARRATIVE RESPONSES

2.1 Scope of Work (MS)

Provide a full, detailed description of your company and the products offered related to this RFP. The Offeror shall provide a description of its ability to provide the products, supply chain distribution, stock items, geographic availability, etc., to meet the requirements outlined in Attachment 2 – Scope of Work.

Response should include:

a) A detailed written plan for distribution of the products. The plan must clearly show distribution from the manufacturer to the Purchasing Entity, including all points in between, and the role that you, as the Contractor of record, will play in the distribution. This plan must clearly identify all parties, including any proposed subcontractor(s) involved in the execution of this Master Agreement, as well as their respective responsibilities.

b) How Contractor will address remote locations. This includes locations that require extended transit times, have limited transportation infrastructure, experience seasonal access challenges, or necessitate specialized logistics planning to ensure timely and reliable delivery.

Offeror Response (Limit 3 pages):

Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials.

In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees.

Over the last 100 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition.

GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 60,000 employees and annual revenues exceeding $25 billion.

In 1994, NAPA instituted a vendor managed inventory program called NAPA Integrated Business Solutions (NAPA IBS), bringing fleet inventory management solutions to government customers across the US and Canada. Today, NAPA IBS supports more than 400 fleet garages across the public and private sectors.
With more than 100 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.

NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including Fleet vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment.
Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of customers in the automotive aftermarket, such as repair shops, service stations, fleet operators, automobile and truck dealers, leasing companies, bus and truck lines, mass merchandisers, farms, industrial concerns and individuals who perform their own maintenance and parts installation

NAPA has an immense retail and wholesale distribution network consisting of 52 distribution centers and 6,000 retail NAPA stores across the United States. All our distribution points are available and capable of supporting any end user agreement reached through a contract with NASPO.

Our overall distribution network contains more than $1 billion in available inventory across the country for NASPO member contracts. It starts with the 3,500 small local business NAPA stores that support your members in the areas where they operate. This helps us place strong emphasis on supporting local businesses. In addition, we have the strength of our 2,500-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to NASPO members. All our stores, regardless of ownership, are serviced by our 52 major market distribution centers and have the ability to source and stock the products that your agencies need.

Retail Ordering Systems:
When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Regardless of the ordering method, walk-in and will call orders will be processed on demand at the store and ready for customer pick-up. If products are not in stock, they will be identified at the time of order, and a timeline will be provided for availability. Advance orders may either be held for will-call pickups or delivered via an agreed supply schedule. Our program is designed to allow each NASPO member the ability to do business in the ways that suit them best.

NAPA ProLink: NAPA ProLink is an exclusive web application that allows online ordering and messaging for customers in shops to order NAPA branded parts from our stores. It gives the customer direct digital access to our catalog of more than 800,000 SKUs, all available on this contract, with an easy-to-use part/material lookup feature. When a NASPO member enters a contract with NAPA, they can establish a ProLink account with the servicing store that ties their dedicated account number to the contract pricing profile to ensure they receive the correct pricing when ordering digitally.

2.2 Electronic Catalog Capabilities (MS)

Describe your company's ability to provide an electronic catalog for the Master Agreement, meeting the requirements outlined in Attachment 2 – Scope of Work, Section 4, Electronic Catalog.

Response should include:

a) How Purchasing Entities will be able to access the catalog.

b) Features of search and product comparison functionality.

c) Features of quote-generation and online ordering functionality.

d) How the electronic catalog meets accessibility requirements under the Americans with Disabilities Act and Web Content Accessibility Guidelines to ensure users with disabilities can access and use it.

e) Whether the electronic catalog can be accessed using any device or web browser and identify any known limitations.

f) Whether Purchasing Entities can save favorite items or create order templates for future use or quick reordering.

g) How do you plan and communicate system updates or maintenance periods to ensure minimal impact on users.

h) Explain how you communicate and manage discontinued or replaced items within the electronic catalog.

Offeror Response (Limit 3 pages):

All NAPA products are available through e-procurement and other digital platforms, and we have a large number of customers using these ordering vehicles today. The following will detail the capabilities and functionality of our electronic cataloging system.

NAPA ProLink: NAPA ProLink is an exclusive web application that allows online ordering and messaging for customers in shops to order NAPA branded parts from our stores. It gives the customer direct digital access to our catalog of more than 800,000 SKUs, all available on this contract, with an easy-to-use part/material lookup feature. When a NASPO member enters a contract with NAPA, they can establish a ProLink account with the servicing store that ties their dedicated account number to the contract pricing profile to ensure they receive the correct pricing when ordering digitally.

Enterprise E-Procurement:

NAPA has the capability to provide digital cataloging through punch-outs and EDI interfaces placed directly within a NASPO member's enterprise procurement system, such as SAP, Ariba or others. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. We also offer digital warehousing solutions with JD Edwards and Manhattan products.

Product Searching & Comparisons:

NAPA constantly invests in making our technology the most comprehensive shopping experience for our fleet customers, including industry leading search and product comparison functionality, whether using NAPA ProLink or through customized e-procurement integration. Without entire catalog available through one digital source, users can click to select products for comparison or search for a specific part using manufacturer information, part numbers, descriptions or other data points they have available. NAPA ProLink and our procurement software integrations are all designed for easy, one-stop parts, sourcing and shopping.

2.3 Pricing Accuracy (MS)

Describe how your company will ensure Purchasing Entities will receive Master Agreement pricing, or promotional pricing, whichever is lower, on the electronic catalog and at Retail Sales Establishments.

Response should include:

a) How promotional pricing is shown on the electronic catalog.

b) How Purchasing Entities can verify MSRP pricing and category discounts applied.

c) How often product information, pricing, and availability are reviewed and updated in the catalog.

d) Describe any audit tools or reports available to track pricing changes over time and verify compliance with Master Agreement pricing.

Offeror Response (Limit 3 pages):

When a NASPO member enters into a participating agreement with NAPA, the first thing we do is identify the matchup list of NAPA servicing stores for each customer location. Once identified, an account is created at the store for the member and the NASPO pricing profile is loaded onto that account. This ensures that all purchases made at all participating NAPA stores will be priced the same across the contract.

When a member places an order, they will provide their specific account number either directly to the store representative or automatically through their online ProLink login, which will implement the correct pricing structure based on percentage discounts off NAPA list price per NAPA 9074 government pricing Profile. All our pricing is fully auditable by any NASPO member agency at any time by comparing pricing received against our contracted profile and/or against our online catalog price. Furthermore, NAPA does regular internal pricing audits to make sure our stores are charging the correct contractual pricing levels.

All pricing established through our NASPO contract is considered “not-to-exceed” pricing, meaning individual stores may elect to sell certain products at a lower cost for the purposes of promotions or other factors benefiting the overall customer relationship. When promotions are available, the pricing will not automatically override the contract pricing, though, so the ordering entity must request the promotional pricing for it to be applied.

2.4 Retail Sales Establishments (MS)

Describe your company's ability to provide Retail Sales Establishments meeting the requirements outlined in Attachment 2 – Scope of Work, Section 6, Retail Sales Establishments.

Response should include:

a) Description of nationwide Retail Sales Establishments and how your company will provide coverage to all potential Participating Entities.

b) Description of available walk-in and will-call systems.

c) How customer service associates will support walk-in and will-call order systems.

d) What information is provided on sales receipts for walk-in and will-call transactions.

Offeror Response (Limit 3 pages):

NAPA has an immense retail and wholesale distribution network consisting of 52 distribution centers and 6,000 retail NAPA stores across the United States. All our distribution points are available and capable of supporting any end user agreement reached through a contract with NASPO.

The NAPA Distribution Network:

Our overall distribution network contains more than $1 billion in available inventory across the country for NASPO member contracts. It starts with the 3,500 local, small business NAPA stores that support your members in the areas where they operate. This helps us place strong emphasis on supporting local businesses. In addition, we have the strength of our 2,500-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to NASPO members. All of our stores, regardless of ownership, are serviced by our 52 major market distribution centers and have the ability to source and stock the products that your agencies need.

Retail Ordering Systems:

When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Regardless of the ordering method, walk-in and will call orders will be processed on demand at the store and ready for customer pick-up. If products are not in stock, they will be identified at the time of order, and a timeline will be provided for availability. Advance orders may either be held for will-call pickups or delivered via an agreed supply schedule. Our program is designed to allow each NASPO member the ability to do business in the ways that suit them best.

Customer Service:

Within our stores there are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. All staff can facilitate advance, will call and walk-in orders placed directly or electronically and are available to support NASPO members through each step of every order.

Receipts & Tracking:

Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order. Purchase Order and invoice information is also stored in our point-of-sale system for auditability and record keeping should the customer request them.

NAPA Personnel Training:

All NAPA store personnel are rigorously trained on both store operations procedures and the specifics of national account agreements like ours with NASPO. Any time we establish a new contract, the store management and counter staff are provided with a communication piece detailing the opportunity, who the customer is, and the specific requirements and pricing of the contract. They also have access to an in-depth suite of online training modules and in-person training meetings to help best prepare them to serve their stores' customers best.

Finally, NAPA employs more than 600 district-level sales and contract execution managers across the country who are fully invested and trained into promotion cooperative purchasing to their local customers who may or may not already be NASPO members.

2.5 Implementation of the NASPO ValuePoint Master Agreement (MS)

a) Describe your company's experience working with contracting cooperatives.

Offeror Response (Limit 1 page):

For the last 20 years NAPA has worked with and supported Contracting Cooperatives like NASPO Value Point, Sourcewell (formally NJPA), WISCA, Equalis, Axia Cooperative, Purchasing Solutions Alliance, Texas BuyBoard and E&I institutional cooperative.

NAPA offers Cooperative solutions in all categories of our business Nationwide. Currently 40% of our government business is supported through cooperative purchasing.

b) Describe how you intend to market and encourage adoption and usage of your Master Agreement by Participating Entities and Purchasing Entities.

Offeror Response (Limit 1 page):

The contract details will be communicated through our national bulletin process.
This program bulletin communicates to all 6000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing and the intent of the program through the contract award,

Once published, the bulletin will be available through our internal website entitled the "Major Account Support Site". This site is where all stores and field management go to seek and understand all the Major Account Programs that NAPA learns. If awarded, NASPO will continue to be classified in our National Major Account Government Fleet Programs.

NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted.

NAPA will continue to inform our stores and sales management through our "Program Video of the Month" This is video that goes out across the US highlighting a chosen Major Account program. NASPO has been the focus of this medium on our existing contract and we are in the process of updating and adding pertinent information.

NAPA will provide additional training for sales management through the use of quarterly Web X and "Get to Know " Newsletter" and other training conducted and supported by the NAPA Major Account Sales Manager. (In addition, NAPA will instigate the "train the trainer" model employed by NAPA through the Major Account Sales Manager at NAPA with a systematic process at the DC's around the country.

Each Division is encouraged to have a Divisional NASPO Cooperative *contract expertise. We have a dedicated Government Sales manager that will work closely with each divisional manager and their sales staff to focus on growth with NASPO. Outlook circulates to all stores, DC, Divisions, etc. in the NAPA world.*

c) Describe the staff and other resources that will be allocated to your Master Agreement and the training you, as the contractor, will provide to staff to ensure their familiarity and compliance with Master Agreement terms and pricing.

Offeror Response (Limit 1 page):

Customer Service happens as close to the sales transaction in the NAPA system. The first line of customer service is at the servicing store.
Delivery, warranty decisions, problem resolution all start at the local level.
Escalation protocol follows one of two channels depending on store ownership.

If the store is a GPC owned NAPA store, then the issue is escalated to the District Manager, then to the GM of the DC. If the store is an Independent Owned NAPA store, then it goes to the store Owner. Further escalation from there will include the Wholesale Manager or Sales Manager, who then will involve the DC GM or other divisional or headquarter representatives.

Should specific manufacturer issues arise, it is common for one of the Sales Support group representatives to engage directly with customer and store personnel to resolve concerns. At any time, as NAPA employs an open-door policy, store, DC, or Divisional representatives may contact resources from internal GPC, manufacturer, or Sr. Management representatives to resolve issues not otherwise resolved.
We believe that the structure allows for the quickest response time. The store will provide guidance and assistance to the equipment manufacturer. The equipment purchases will assist and encourage the local NAPA Store to ensure that providers.

Total Estimated GPC (NAPA Employees) 20,000~9700 are dedicated to the Master Agreement

Total non-GPC Employees, still dedicated to selling Government program ~ 7,000 to 8,000 (NON-GPC employees are Independent NAPA Store Owners, outside sales and counter people)

Total Sales/Service Force representing NAPA would equate to approximately 9,000 to 10,000.

d) Describe your approach to negotiation of Participating Addenda. Describe the extent to which you will provide Participating Entities flexibility in incorporating entity-specific language into their Participating Addenda. (*e.g.*, Do you require entities to provide statutory citations for their entity-specific language? Are you able to devote resources to simultaneous negotiation of multiple Participating Addenda?)

Offeror Response (Limit 1 page):

NAPA will provide the current NASPO PA template for all entities that wish to participate and offer open dialog and flexibility with these entities to negotiate specific terms as they deem necessary.

The process will be reviewed by our legal team and communicated to the Contract manager as these PA's develop.

NAPA does not require specific language but will review additional terms and conditions of the participating entity. We have a team of legal and professional analyst to complete this process.

e) Describe how you will ensure summary and detailed sales information is promptly, completely, and accurately reported by you and your Retail Sales Establishments for reporting to NASPO ValuePoint and the Lead State in compliance with the terms of your Master Agreement.

Offeror Response (Limit 1 page):

NAPA uses a special system called TAMS within all 6000 NAPA stores that is turned on for each State entity that utilizes this contract, they are given an account # and registered in our RAM system to track all daily sales transactions that are placed.

All sales are measured month to date and year to date over previous time periods to track success and growth

NAPA has developed programming that will at the end of every quarter take the sales by NASPO members and compare them to the profile price.

This new program will enable exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance.

Quarterly Sales Reporting and Administrative Fee Self Audit:

To ensure that NAPA reports all sales under contract each quarter and that NAPA remits the proper administrative fee to NASPO States.

A quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately

2.6 California-Certified Firms (M)

Identify any strategies your company utilizes to support California-certified small and disabled veteran enterprise businesses in areas such as hiring practices, supply chain management, subcontracting, etc.

Offeror Response (Limit 1 page):

Genuine Parts Company is an equal opportunity Employer and supports small minority owned and Veteran owned business enterprises. As a fortune 200 company with over 50,000 employees, we are not classified as small businesses, but we do have hundreds of small Independent NAPA store owners. Some are Veteran owns also. Most odf these stores are not Certified as small businesses but follow the Hiring practices of Equal opportunity employers as well.

We (NAPA Auto Parts) hire across our business units and supply chains. NAPA also utilizes small business enterprises to manufacture and distribute products for our programs as well.

EXHIBIT E: CONTRACTOR'S PROPOSAL

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Genuine Parts Company dba NAPA Auto Parts	580254510

By (Authorized Signature)

Signed by:
Art Fischer
248D401FE8F3495...

Printed Name and Title of Person Signing

Art Fischer Vice President Fleet/Government/IBS

Executed in the County of	Executed in the State of
Cobb	Ga

Date Executed

02/06/2026

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
Genuine Parts Company dba NAPA Auto Parts	580254510
By (Authorized Signature) Signed by: Art Fischer 248D401FE8F3495...	Date 1/6/26
Printed Name and Title of Person Signing Art Fischer Vice President Fleet/Government/IBS	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

EXHIBIT E: CONTRACTOR'S PROPOSAL

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

FEDERAL DEBARMENT CERTIFICATION FORM

DGS PD 2 (Rev. 12/19)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

Name and Title of Authorized Representative	
Art Fischer Vice President Fleet/Government/IBS	
Signature Signed by: Art Fischer 248D401FE8F3495...	Date 1/6/26

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Letter of Introduction

Genuine Parts company
2999 Wildwood Parkway
Atlanta, GA 30339

February 13, 2026

State of California DGS
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

Request for Proposal (RFP) 0000037049
STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION
in cooperation with NASPO Value Point Master Agreement for Automotive Parts

Genuine Parts Company d.b.a. NAPA Auto Parts appreciates the opportunity to submit the following proposal in response to your request: (RFP) 0000037049 NASPO Value Point Master Agreement for Automotive Parts. Upon review of each requirement and condition outlined in the Request for Proposal, we are submitting our response based on the specifications you requested. Genuine Parts Company d.b.a. NAPA Auto Parts can meet and agree with the mandatory sections of the proposed contract put forth in this RFP along with all the addenda and changes if awarded by the State.

Genuine Parts Company d.b.a. NAPA strives to exceed your expectations with our automotive parts products and service. We assure our dedicated attention to all process, procedures, and prerequisites with focused diligence to remain in compliance with each applicable regulation and/or requirement if awarded.

NAPA is capable. NAPA is the leader in automotive and truck replacement parts, heavy duty, auto-body & paint products, tools & equipment, specialty parts, accessories, and service items. Founded in 1928, we engage in distribution with pride, offering a complete inventory, cataloging, marketing, training, and other programs in the automotive aftermarket. Our personnel in each DC also provided a comprehensive mixture of sales and product specialists that are available to service the Master Agreement if awarded.

NAPA can meet your scope of work. The Company serves numerous customers and has approximately 53,000 employees. Our automotive network serves nearly 6,100 NAPA Auto Parts stores in the U.S., 700 wholesalers in Canada, 550 automotive locations in Australia and New Zealand. We offer the largest available product selection of more than 800,000 items including heavy duty, tools, equipment, light truck and automobiles in our catalogs along with the ability to transact business in a fully paperless manner. NAPA Auto Parts is a great choice for electronic commerce and integration partnership. NAPA strives to exceed all the California and NASPO expectations and has for many years been a partner with NASPO Value Point.

NAPA will conform to the terms of the Master Agreement. Genuine Parts Company d.b.a. NAPA Auto Parts is in agreement with the mandatory sections of the proposed contract put forth in this Request for Proposal.

NAPA understands and respects Contract Management. NAPA has assigned a National Sales Manager as a contact person for contract management purposes. In addition, NAPA will have available a customer service unit that is trained in the requirements of this Contract and will have the authority to take administrative action on problems that may occur. The Contract Manager, along with local NAPA representatives, will be capable of performing these actions and assisting to answer questions or resolve issues as needed.

NAPA has experience establishing and measuring our customer relationships through monitoring (and growth) of our business with established and new customers. NAPA has been recognized with a AAA Industry Award for 20 Years Top Partner with the NAPA Auto Parts program. NAPA is committed to fulfilling a service level that exceeds the expectations of our customers and agrees to work with the lead state closely. We take pride in the industry and all our relationships.

NAPA's Value Added Features are unmatched in the industry offering and include lifetime warranty on hand and service tools, machine shop service at select NAPA stores, technician training, shop management training, multiple distribution channels, and electronic ordering through Prolink (web application), shop management system integration, and e-procurement platform integration.

Again, Genuine Parts Company d.b.a. NAPA Auto Parts appreciates this opportunity to submit the proposal. We admire your innovation and look forward to future communications with NASPO and the State of California.

Best Regards,
Don Lachance
Government Sales Manager
Genuine Parts Company NAPA

State of California—Department of General Services, Procurement Division
GSPD–05–105 (REV 08/09)

Solicitation Number 0000037049

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

   a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** ____________ **or None** ☑ (If "None", go to Item #2)

   b. Will subcontractors be used for this contract? **Yes** ☐ **No** ☑ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

   ____

   ____

   c. If you are a California certified DVBE:
   (1) Are you a broker or agent? **Yes** ☐ **No** ☑
   (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☑

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

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2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

EXHIBIT E: CONTRACTOR'S PROPOSAL

Request for Proposals for
AUTOMOTIVE PARTS
Issued by the State of California
Solicitation Number 0000037049

ATTACHMENT 10 - COST PROPOSAL

Instructions:
- Offerors must enter information in yellow boxes only.
- Offerors must enter their Legal Business Name below in Cell B4.
- Offerors must enter the Minimum Percent Discount (%) for each of the twenty (20) categories below.
- Discounts provided must be in whole numbers (e.g., 75%).

Offeror Name: Genuine Parts Company dba NAPA % Discounts off NAPA list price profile 9074

CATEGORY	DESCRIPTION	MINIMUM PERCENT DISCOUNT (%)
1	AIR CONDITIONING	52%
2	ALTERNATORS AND STARTERS	53%
3	BATTERIES	46%
4	BEARINGS (BALL AND ROLLER)	55%
5	BELTS AND HOSES	48%
6	BRAKES	56%
7	ELECTRICAL AND IGNITION	52%
8	EMISSIONS, SENSORS, AND EXHAUST	54%
9	ENGINE AND DRIVE TRAIN	52%
10	FILTERS (OIL, GAS, AIR AND TRANSMISSION)	72%
11	GASKETS AND SEALS	50%
12	HEATING AND COOLING (ENGINE)	53%
13	LAMPS, LIGHTING, AND MIRRORS	53%
14	OILS, CHEMICALS, FLUIDS, AND LUBRICANTS	52%
15	PUMPS (FUEL AND WATER)	52%
16	SUSPENSION (SHOCKS AND STRUTS) AND STEERING	52%
17	WIPERS	59%
18	WINTER ACCESSORIES	54%
19	GENERAL AUTOMOTIVE PARTS (Aftermarket Automotive Parts not included in Categories 1-18.)	50%
20	AUTOMOTIVE REPAIR SHOP SUPPLIES, EQUIPMENT, AND TOOLS	46%
	Average Discount (for evaluation purposes)	**53%**

End of Workbook.