



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
to  
Contract Number **MA22000000369**

<b>CONTRACTOR</b>	GENUINE PARTS COMPANY DBA NAPA
	2999 Circle 75 Parkway
	Atlanta GA 30339
	Don Lachance
	(770) 818-4609
	Don_lachance@genpt.com
	CV0034886

<b>STATE</b>	<b>Program Manager</b>	Erin Reincke	MDOT
		517-855-1986	
		ReinckeE@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
517-249-0455			
dufoury@michigan.gov			

**CONTRACT SUMMARY**

Auto Parts			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
January 17, 2022	October 19, 2024	1 - 24 Months	
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
Net 45			
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input checked="" type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input checked="" type="checkbox"/>	24 Months	<input type="checkbox"/>		October 19, 2026
<b>CURRENT VALUE</b>		<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>	
\$249,000.00		\$0.00	\$249,000.00	

**DESCRIPTION**

Effective 9/20/2024, the two (2) option years available on this contract are hereby exercised. The revised contract expiration date is 10/19/2026. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management & Budget  
 525 W. Allegan Street Lansing, MI 48933  
 P.O. Box 30026 Lansing, MI 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **220000000369**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Genuine Parts Company dba NAPA
	2999 Circle 75 Parkway
	Atlanta, GA 30339
	Don Lachance
	(770) 818-4609
	Don_lachance@genpt.com
	CV0034886

<b>STATE</b>	Program Manager	Scott Poyer	MDOT
		(517) 284-6448	
	poyers@michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
(517) 249-0455			
dufourey@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION: Auto Parts</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
3/1/2022	10/19/2024	1, two-year option	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
MISCELLANEOUS INFORMATION			
<p>The terms and conditions of this Contract are those of the attached Participating Addendum with the National Association of State Purchasing Officials (NASPO) ValuePoint, acting by and through the State of California, Contract number MA087. In the event of any conflicts between specifications, and terms and conditions, the first order of precedence are those of the State of Michigan, as clarified in the Participating Agreement.</p> <p>Scope: Aftermarket automotive parts for gas, diesel, compressed natural gas (CNG), electric and hybrid vehicles. Truck parts for half and three-quarter ton trucks are included. Parts for one-ton trucks and heavier are not in scope.</p>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$249,000.00</b>

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Date**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>7-21-99-41-02</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of General Services

CONTRACTOR NAME

Genuine Parts Company, dba NAPA Auto Parts

2. The term of this Agreement is:

START DATE

October 20, 2021, or upon DGS approval of contract, whichever is later.

THROUGH END DATE

October 19, 2024 with the option to extend one (1) additional two (2) year period

3. The maximum amount of this Agreement is:

\$0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	15
Exhibit B	Category Discounts	1
Exhibit C	Lead State General Provisions	1
+ - Exhibit D	NASPO ValuePoint Master Agreement Terms	22

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Genuine Parts Company, dba NAPA Auto Parts

CONTRACTOR BUSINESS ADDRESS 2999 Willdwood Parkway	CITY Atlanta	STATE GA	ZIP 30339
PRINTED NAME OF PERSON SIGNING Jett Kuntz	TITLE Vice President Fleet/Government/IBS		
CONTRACTOR AUTHORIZED SIGNATURE <b>Jett Kuntz</b>	DATE SIGNED 10/21/2021		

Digitally signed by Jett Kuntz  
Date: 2021.10.20 16:18:14 -06'00'

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of General Services, Procurement Division

CONTRACTING AGENCY ADDRESS 707 3rd Street	CITY West Sacramento	STATE CA	ZIP 95605
PRINTED NAME OF PERSON SIGNING Stephanie Lim	TITLE MAU2 Supervisor		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <b>stephanne lim</b>	DATE SIGNED 10/21/2021		

Digitally signed by stephanne lim  
Date: 2021.10.21 10:37:56 -07'00'

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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## **EXHIBIT A: SCOPE OF WORK**

### **1. AGREEMENT OVERVIEW**

This Scope of Work reflects the products and supplies to be provided by Genuine Parts Company dba NAPA Auto Parts hereinafter referred to as the "Contractor," for the State of California hereinafter referred to as the "Lead State" and all other Participating States and Entities, for the Automotive Parts Master Agreement ("Agreement" or "Master Agreement").

Contractor shall permit State of California agencies, California local governmental agencies and NASPO ValuePoint Participating States and Entities to participate under this Master Agreement. Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, 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.

Contractor will provide the entire portfolio of quality Automotive Parts to the Lead State, Participating States and Entities and local governmental agencies in a timely and efficient manner. Contractor will be the primary point of contact for data collection, reporting, and distribution of Automotive Parts to the Lead State and all other Participating States and Entities.

### **2. AGREEMENT TERM**

The term of this Agreement is for a three (3) year period from the date of Master Agreement execution with the option to extend one (1) additional two (2) year period at the discretion of the Lead State. Extensions will be made by amendment to the Agreement at the same contracted discounts, terms and conditions.

### **3. RESPONSIBILITIES**

- A. Contractor shall meet all requirements identified in this Agreement.
- B. Contractor will provide a Contract Manager in accordance with Exhibit A, Section 6.1.3 that will work with the Lead State Contract Administrator to fully implement and manage the Agreement.
- C. Contractor will work closely with subcontractors (if applicable) to fully implement and manage this Agreement in accordance with Exhibit A, Section 6.1.1.
- D. Contractor shall make available to the Lead State, technically competent personnel to accomplish the tasks and deliverables for the implementation and management of the Agreement.

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

**4. REQUIREMENTS**

**A. Available Product Categories**

Contractor shall provide products for Automotive Parts categories at the discount provided in Exhibit B, Category Discounts. Products outside the scope of categories listed in Exhibit B may not be purchased from the Master Agreement.

**B. Electronic Catalog**

Item	Description
1.	<p><b>Automotive Parts Electronic Catalog</b></p> <p>Contractor shall develop and maintain an electronic catalog for use by Purchasing Entities. 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.</p>
2.	<p><b>Electronic Catalog/Contract Website Contents</b></p> <p>The Lead State Contract Administrator will review and determine acceptability of the electronic catalog format and data. The Electronic Catalog shall contain the following data elements at minimum:</p> <ul style="list-style-type: none"> <li>• Item descriptions</li> <li>• Contractor’s stock keeping number (SKU)</li> <li>• Unit of measure (UOM)</li> <li>• Quantity in the UOM</li> <li>• List Price/MSRP</li> <li>• Master Agreement price</li> <li>• Quote generation (if applicable)</li> <li>• Publicly available OEM price lists (current and archives)</li> </ul> <p>Within 30 calendar days of notice of award, Contractor will be required to provide the Electronic Catalog for Lead State Contract Administrator approval.</p>
3.	<p><b>Availability</b></p> <p>The Electronic Catalog shall be available twenty-four (24) hours per day, seven (7) days per week, except for regularly scheduled maintenance</p>

Item	Description
	times. Contractor shall not have any catalog viewing access restrictions for Participating States or Entities.

**C. Pricing**

Item	Description
1.	<p><b>Category Discounts</b></p> <p>Master Agreement employs a discount-off Manufacturer Suggested Retail Price (MSRP) structure. Category discounts outlined in Exhibit B, Category Discounts, will remain firm for the entire term of the agreement, including extension periods. However, Contractors may offer lower pricing on a per order basis to Purchasing Entities.</p> <p>In the event a product falls into two or more categories the highest category discount will be applied.</p>
2.	<p><b>Promotions</b></p> <p>Contractor may offer promotional discounts, including but not limited to statewide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts.</p> <p>During special pricing promotions, the Contractor shall offer Participating Entities the promotional pricing or the category discount percentage off MSRP, whichever is lower.</p> <p>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.</p>

**D. Retail Sales Establishments**

Item	Description
1.	<p><b>Retail Sales Establishments</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Walk-in and will-call order system during regular work hours.</li> <li>• Customer service associate to support walk-in and will-call order system.</li> <li>• Itemized sales receipts for all walk-in and will-call transactions.</li> </ul>

Item	Description
	<ul style="list-style-type: none"> <li>• Availability of delivery.</li> <li>• Acceptance of Purchasing Card.</li> </ul> <p>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.</p> <p>Contractor shall provide a list of authorized retail sales establishment locations to be used on this Master Agreement to the Lead State within 15 calendar days of notice of award.</p> <p>If Contractor is offering Retail Sales Establishments, Contractor shall ensure state agencies, local government agencies and other Participating Entities will receive Master Agreement pricing when purchasing items through Retail Sales Establishments.</p>

**E. Ordering**

Item	Description
1.	<p><b>Ordering Methods</b></p> <p>Contractor shall accept orders through the following methods:</p> <ul style="list-style-type: none"> <li>• <b>Electronic (email)</b> – An email address to be used by Purchasing Entities for placing orders must be in place before the commencement of this Master Agreement.</li> <li>• <b>Facsimile</b> – A toll-free facsimile number to be used by Purchasing Entities for placing orders must be in place before the commencement of this Master Agreement. Facsimile orders must be accepted between the hours of 8:00 AM and 5:00 PM, Monday through Friday in the time zone the order is placed.</li> <li>• <b>U.S. Mail</b> – Contractor must have the capability to receive orders by mail in place before the commencement of this Master Agreement.</li> <li>• <b>Over-the-counter/Walk-In</b> – Contractor shall provide over-the-counter order and delivery at all commercial locations. See Exhibit A, Section 6.D (Retail Sales Establishments).</li> <li>• <b>Online (internet)</b> – Contractor’s Electronic Catalog website to be used by Purchasing Entities for placing orders must be in</li> </ul>

Item	Description
	<p>place before the commencement of this Master Agreement. See Exhibit A, Section 6.B (Electronic Catalog).</p> <p>Prior to contract award, Contractor shall provide the ordering information within five (5) business days of the Lead State's request.</p>
2.	<p><b>Purchase Execution</b></p> <p>California state agencies must submit orders on a Purchasing Authority Purchase Order (Std. 65) or using the FI\$Cal Purchase Order process in accordance with posted User Instructions.</p> <p>Local government agencies and other Purchasing Entities may use their own approved Purchase Order document process as addressed in their Participating Addendum.</p> <p>Contractor shall not accept purchase documents from Purchasing Entities that are incomplete or contain items outside the scope of the Master Agreement.</p>
3.	<p><b>Minimum Order (M)</b></p> <p>There is no minimum order.</p>
4.	<p><b>Order Acknowledgement</b></p> <p>The Contractor must provide Purchasing Entities with an order receipt acknowledgment via e-mail/facsimile within one (1) business day after receipt of an order. The acknowledgement will include:</p> <ul style="list-style-type: none"> <li>• Purchasing Entity Name</li> <li>• Purchase Order Number</li> <li>• Description of Goods / SKUs</li> <li>• Total Cost</li> <li>• Anticipated Delivery Date</li> <li>• Identification of any Out of Stock/Discontinued Items</li> </ul>
5.	<p><b>Out-of-Stock Remedy</b></p> <p>Upon receipt of order acknowledgment identifying out of stock items, the Purchasing Entity shall have the following options:</p> <ul style="list-style-type: none"> <li>• Request back order</li> <li>• Cancel the item from the order</li> </ul> <p>Upon request, Contractor shall provide updates on back ordered items to the Purchasing Entity. Contractor is not permitted to make</p>

Item	Description
	substitutions or cancellations without authorization from the Purchasing Entity.
6.	<p><b>Core Exchange/Charges</b></p> <p>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.</p>
7.	<p><b>Remanufactured Parts</b></p> <p>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.</p>

**F. Delivery**

Item	Description
1.	<p><b>Delivery Locations</b></p> <p>Deliveries are to be made to the Purchasing Entities' location specified on the individual order, which may include, but not be limited to inside buildings, high-rise office buildings, and receiving docks.</p>
2.	<p><b>Delivery Schedule</b></p> <p>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.</p> <p>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.</p> <p>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.</p>
3.	<p><b>Delivery from Retail Sales Establishments</b></p> <p>Delivery of standard in-stock items to locations within five (5) miles from company's retail business establishment shall be accomplished within 45 minutes. Delivery outside the five (5) mile range will be accomplished by a scheduled delivery.</p>

Item	Description
4.	<p><b>Security Requirements for Institutions</b></p> <p>Deliveries may be made to locations inside secure institutional grounds (such as state prisons) that require prior clearances to be made for delivery drivers.</p> <p>Contractor will be responsible for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery. These security clearance procedures may vary from facility to facility.</p> <p>Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause the contractor to be declared in default of contract requirements.</p>
5.	<p><b>Free on Board (F.O.B.) Destination (Shipping Terms)</b></p> <p>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 ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.</p> <p>All emergency or rush deliveries that require special shipping and handling should be at the ordering entities 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 cost shall be paid by the Contractor.</p>
6.	<p><b>Manufacturer Warranty</b></p> <p>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.</p> <p>These 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.</p> <p>Statement of warranty is to be provided by Contractor with items delivered under this Master Agreement.</p> <p>For all items ordered, warranty begins on the date of delivery.</p>

Item	Description
7.	<p data-bbox="375 275 581 310"><b>Return Policy</b></p> <p data-bbox="375 338 1398 443">Items purchased under this 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.</p> <p data-bbox="375 474 1382 579">All returns shall be picked up within seven (7) business days of notification. Notification is defined as notice in writing, by facsimile or e-mail.</p>
8.	<p data-bbox="375 609 570 644"><b>Credit Policy</b></p> <p data-bbox="375 659 1325 695">The Contractor shall offer a full credit/refund for the following items:</p> <ul data-bbox="431 730 1182 856" style="list-style-type: none"><li data-bbox="431 730 789 766">• Items shipped in error</li><li data-bbox="431 779 976 814">• Defective or freight-damaged items</li><li data-bbox="431 827 1182 863">• Items returned within 30 calendar days of delivery</li></ul> <p data-bbox="375 905 1330 974">In all cases, the Purchasing Entity shall have the option of taking an exchange, receiving a credit, or receiving a refund.</p> <p data-bbox="375 1014 1403 1157">The Contractor will be responsible for the credit/refund or replacement of all products, including those covered by manufacturer warranties as stated in Exhibit A, Section 6.F.6, Warranty. Contractor cannot require the Purchasing Entity to deal directly with the manufacturer.</p>
9.	<p data-bbox="375 1186 781 1222"><b>Product Recall Procedures</b></p> <p data-bbox="375 1241 1414 1451">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.</p> <p data-bbox="375 1476 1370 1619">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.</p>

**G. Invoicing and Payment**

Item	Description
1.	<p><b>Invoices</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Agency Order Number (Purchase Order Number)</li> <li>• Purchasing Entity Name</li> <li>• Delivery address of the order</li> <li>• Product(s) description</li> <li>• Manufacturer’s product(s) number(s)</li> <li>• Quantities of merchandise issued</li> <li>• Price(s) per unit(s) and extended price</li> <li>• Date ordered</li> <li>• Date delivered</li> <li>• Listing of returns or back ordered items</li> <li>• Discounts (i.e. Cash Discounts, Prompt Payment)</li> <li>• Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency</li> <li>• Any other mutually agreed upon requirements</li> </ul>
2.	<p><b>Payment</b></p> <p>California state agencies and local government agencies 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 30 of the Lead State’s General Provisions (Exhibit C).</p> <p>Purchasing Entities may pay by check, electronic funds transfer, or by a State Purchasing card (P-card). The Contractor will be solely responsible for the credit card user-handling fee associated with credit card purchases.</p> <p>Participating States and Entities may have their own payment terms which will be identified within individual Participating Addendums.</p>
3.	<p><b>State of California CAL-Card Invoicing</b></p> <p>For orders paid through CAL-Card, invoices are to be processed separately from other payment methods and submitted to the CAL-Card</p>

Item	Description
	<p>account holder. For additional information, visit the <a href="https://www.dgs.ca.gov/cal-card">CAL-Card Program website</a> (<a href="https://www.dgs.ca.gov/cal-card">https://www.dgs.ca.gov/cal-card</a>).</p> <p>The total invoice amount for each order paid by CAL-Card must reflect a zero balance due or credit, if applicable, and identified as “paid by CAL-Card”.</p>

**H. Reporting**

Item	Description
1.	<p><b>Usage Report (Lead State)</b></p> <p>During the term of the Master Agreement, Contractor shall submit usage reports on a quarterly basis to the Lead State Contract Administrator for all California Purchasing Entity sales using the report template provided by the Lead State Contract Administrator.</p> <p>Usage Report will contain the following data elements at a minimum:</p> <ul style="list-style-type: none"> <li>• Ordering Agency Name</li> <li>• Agency Type (State/Local)</li> <li>• Purchase Order Number</li> <li>• Order Date</li> <li>• Category</li> <li>• Manufacturer Part Number (OEM #)</li> <li>• Item Description</li> <li>• Unit of Measure</li> <li>• Quantity</li> <li>• List Price/MSRP</li> <li>• Unit Price</li> <li>• Extended Price Paid</li> <li>• Catalog Version Date</li> </ul> <p>The Lead State Contract Administrator reserves the right to modify the reporting template and require Contractor to provide additional order information during the course of this Agreement.</p> <p>The report shall be an Excel spreadsheet transmitted electronically to <a href="mailto:PDCooperatives@dgs.ca.gov">PDCooperatives@dgs.ca.gov</a>.</p> <p>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</p>

Item	Description
	<p>reports within five (5) business days of the date of written notification from the State.</p> <p>Tax must not be included in the report, even if it is on the purchase order.</p> <p>Reports are due by the 30<sup>th</sup> day following a calendar quarter. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of the Master Agreement.</p> <p>Amendment for term extensions may be approved only if all quarterly reports due have been submitted to the Lead State.</p> <p>The Lead State Contract Administrator will provide the reporting template upon award.</p>
2.	<p><b>Participating State/Entity Reporting</b></p> <p>Contractor must provide usage reporting to Participating States and Entities as defined in the individual Participating Addendum.</p>
3.	<p><b>NASPO ValuePoint Summary and Detail Usage Reports</b></p> <p>Contractor shall submit specific summary and detailed usage reports directly to NASPO ValuePoint as set forth in Section V of the NASPO ValuePoint Master Agreement Terms (Exhibit D).</p> <p>The Lead State Contract Administrator will provide the Detail Usage Report template upon award.</p>
4.	<p><b>Ad Hoc Reporting</b></p> <p>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.</p> <p>Dependent on future reporting requirements, the Lead State may ask that certain reports become standard and delivered to the Lead State on a monthly or quarterly basis.</p>
5.	<p><b>Lead State Administrative Fee</b></p> <p>Contractor shall remit a quarterly Lead State administrative fee of 1.25 percent of all goods purchased by California Purchasing Entities for each reporting quarter. Prices submitted shall not reflect the California administrative fee. The Lead State administrative fee shall not be</p>

Item	Description
	<p>invoiced or charged to the ordering agency and is specific to California only.</p> <p>This fee will be due to the Lead State on the 30<sup>th</sup> day following the ending of the quarterly reporting period. Payment of the Lead State administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.</p>
6.	<p><b>NASPO ValuePoint Administrative Fee</b></p> <p>Contractor shall remit a NASPO ValuePoint administrative fee as specified in Section V of the NASPO ValuePoint Master Agreement Terms (Exhibit D).</p>
7.	<p><b>Participating Entity Administrative Fee</b></p> <p>If a Participating Entity requires an administrative fee, each fee will be negotiated and articulated in the individual state's Participating Addendum.</p>

**I. Management and Customer Service**

Item	Description
1.	<p><b>Contractor Responsibility</b></p> <p>Contractor shall be responsible for successful contract performance of the Master Agreement and successful performance of any and all of their subcontractors.</p> <p>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.</p> <p>Furthermore, the Lead State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, payments, warranty issues, for the term of the Master Agreement and any extensions.</p> <p>Use of subcontractors will be addressed within each state's Participating Addendum.</p>

Item	Description
2.	<p><b>Lead State Contract Administrator</b></p> <p>The Lead State Contract Administrator will be the contact person for issues relating to the Master Agreement. Any modifications to the requirements contained in the Master Agreement may only be authorized by the State Contract Administrator or his/her designee through Master Agreement Amendment.</p>
3.	<p><b>Contractor Contract Manager</b></p> <p>Contractor will assign a contact person for contract management purposes. The Contractor Contract Manager must be authorized to make decisions on behalf of the Contractor.</p>
4.	<p><b>Changes in Contract Manager</b></p> <p>Contractor must notify the Lead State Contract Administrator of Contractor Contract Manager changes in writing within 10 calendar days of the change.</p>
5.	<p><b>Contractor Name Change</b></p> <p>An amendment is required to change the Contractor's name as listed on this agreement.</p> <p>Contractor shall notify the Lead State of any name change. Upon receipt of legal documentation of the name change the Lead State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.</p>
6.	<p><b>Customer Service Unit</b></p> <p>Contractor will have a customer service unit that supports this Master Agreement. The customer service unit shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during business hours.</p> <p>The customer service unit shall be staffed with individuals that:</p> <ul style="list-style-type: none"><li>• Are trained in the requirements of this contract</li><li>• Have the authority to take administrative action to correct problems that may occur</li><li>• Are designated for training and general customer service follow-up</li></ul> <p>Contractor shall respond to customer inquiries within one (1) business day of initial contact.</p> <p>Prior to Master Agreement award, Contractor shall provide customer service information to the Lead State within five (5) business days of written request.</p>

**J. Transition / End of Agreement**

Item	Description
1.	<p><b>Transition Plan at End of Contract</b></p> <p>Contractor agrees that at the end of this 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.</p> <p>Upon termination or expiration of the Master Agreement the following will occur:</p> <ul style="list-style-type: none"> <li>• All on-line 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.</li> <li>• 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.</li> <li>• No references to the Master Agreement shall be made after contract end on the Contractor's commercial website without permission by the State Contract Administrator.</li> <li>• All invoicing disputes and/or order tracking will be conducted through the Contractor's Customer Service Unit via telephone or email.</li> </ul>

**K. Environmentally Preferable Purchasing**

The following requirements are specific to the State of California and may be incorporated within Participating Addenda at the Participating Entity's discretion.

Item	Description
1.	<p><b>Environmentally Preferable Purchasing (EPP)</b></p> <p>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).</p>
2.	<p><b>Post-Consumer Recycled Content (PCRC) Certification</b></p> <p>California state agencies are required to report purchases made within eleven (11) product categories in the California Department of Resources Recycling and Recovery's (CalRecycle), State Agency Buy Recycled</p>

Item	Description
	<p>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.</p>
3.	<p><b>Green Product Marking and Labeling</b></p> <p>Contractor shall identify products that possess third party environmental certifications on the Electronic Catalog.</p>
4.	<p><b>Wheel Weights</b></p> <p>California law prohibits the manufacture, sale, or installation of wheel weights containing more than 0.1% lead. California Health and Safety Code Section 25215.6-25215.7 (<a href="https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25215-6.html">https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25215-6.html</a>).</p>
5.	<p><b>Mercury Containing Products</b></p> <p>A person cannot sell or distribute for promotional purposes, in California, certain types of new or refurbished products and devices that contain mercury. This law can be found in Health and Safety Code, Division 20, Chapter 6.5; Mercury-Added Thermostats, Relays, Switches, and Measuring Devices (Sections 25214.8.1-25214.8.6). (<a href="https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25214-8-4.html">https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25214-8-4.html</a>).</p>
6.	<p><b>Consumer Products</b></p> <p>Contractor may not sell, supply, offer for sale, or manufacture for sale in California consumer products that do not comply with the Consumer Products Regulatory Program, whose aim is to reduce the amount of volatile organic compounds (VOCs), toxic air contaminants (TACs), and greenhouse gases (GHGs) that are emitted from using chemically formulated consumer products. Background information including enforcement of the program can be found at: <a href="https://ww2.arb.ca.gov/our-work/programs/consumer-products-program/about">https://ww2.arb.ca.gov/our-work/programs/consumer-products-program/about</a>. Regulations for the program can be found in Article 2: Regulation for Reducing Emissions from Consumer Products, commonly referred to as the General Consumer Products Regulation.</p>
7.	<p><b>Brake Friction Material</b></p> <p>All motor vehicle brake friction materials sold in California must meet the requirements as identified in California Health and Safety Code Section 25250.51 (Source: <a href="https://dtsc.ca.gov/wp-content/uploads/sites/31/2018/07/Final_regulation_language_10032016.pdf">https://dtsc.ca.gov/wp-content/uploads/sites/31/2018/07/Final_regulation_language_10032016.p</a>  <a href="https://dtsc.ca.gov/wp-content/uploads/sites/31/2018/07/Final_regulation_language_10032016.p">df</a>).</p>

**EXHIBIT B: CATEGORY DISCOUNTS**

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

## **EXHIBIT C: LEAD STATE GENERAL PROVISIONS**

Non-IT General Provisions (6/8/2010) is hereby incorporated by reference and made part of this agreement as if attached hereto. This document can be viewed at:  
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>

These terms are applicable for State of California purchases only.

## EXHIBIT D: NASPO VALUEPOINT MASTER AGREEMENT TERMS

### 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) limited liability company. 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 or Purchase Order** means any purchase order, sales order, contract 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.).
- 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 a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## **II. Term of Master Agreement**

- 2.1 Initial Term.** The initial term and extension options for this Master Agreement is listed in Section 2 of Exhibit A, Scope of Work.
- 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.** The following order of precedence shall apply for Orders executed by Purchasing Entities:
  - 3.1.1** A Participating Entity's Participating Addendum ("PA");
  - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
  - 3.1.3** A Purchase Order issued against the Master Agreement;
  - 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. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

#### **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 ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 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](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.

- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Entities should coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 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 one-quarter of one percent (0.25% or 0.0025) 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). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

**5.2.2 State Imposed Fees.** Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

### 5.3 NASPO ValuePoint Summary and Detailed Usage Reports

**5.3.1 Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

**5.3.2 Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and

line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days following the end of the calendar quarter. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

**5.3.3 Reporting on Personal Use.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, **social security numbers or any other numerical identifier**) may be submitted with any report.

**5.3.4 Executive Summary.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

**5.3.5 Use of Data.** Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**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 provided to another competing cooperative. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

**5.5 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 vendor 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 sooner than two (2) years after execution of the Master Agreement. This subsection does not limit the discretionary right of either 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.

**5.6 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.

- 5.7 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 discounts contained in this Master Agreement represent the minimum discount 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. 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, Participating Addendum, and purchase 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 Purchase 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** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 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 honor 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 services or 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;



shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase 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, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, 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 substantially 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 ascertaining 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** Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- 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 Purchase 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), 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 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 inadequately 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 identify 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 ten (10) 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 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 either party 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 fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. 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 Purchase 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 Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase 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 Purchase 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 Purchase 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.

**AUTOMOTIVE PARTS**

Led by the **State of California**

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Master Agreement #: 721994102

Contractor: Genuine Parts Company, dba NAPA

Participating Entity: **STATE OF MICHIGAN**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

**Scope and Participation:**

1. Scope:

- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

**See Schedule A - SOW for PA-NASPO**

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of California and Contractor for Automotive Parts. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:



**AUTOMOTIVE PARTS**

Led by the **State of California**

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**CONTRACTOR:**

Name:	Don Lachance
Address:	2999 Wildwood Parkway, Atlanta, GA 30339
Telephone:	(770) 818-4609
Fax:	(770) 859-2920
Email:	Don_lachance@genpt.com

**PARTICIPATING ENTITY:**

Name:	State of Michigan (Yvon Dufour – Category Specialist)
Address:	525 W. Allegan Street, Lansing, MI 48933
Telephone:	(517) 249-0455
Fax:	(517) 335-0046
Email:	dufoury@michigan.gov

**Participating Entity Modifications and Additions to the Master Agreement**

- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

**See attachment 1 Michigan Standard Contract Terms**



**AUTOMOTIVE PARTS**

Led by the **State of California**

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**PARTICIPATING ENTITY**

**CONTRACTOR**

Signature:	Signature:
Name: Pamela Platte	Name: Jett Kuntz
Title: Director, Enterprise Sourcing	Title: Vice President, NAPA Fleet/IBS
Date:	Date:

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [info@naspovaluepoint.org](mailto:info@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).

**PARTICIPATING ADDENDUM  
SCHEDULE A:  
STATEMENT OF WORK**

**1. OVERVIEW**

This Statement of Work reflects the products and supplies to be provided by Genuine Parts Company dba NAPA Auto Parts hereinafter referred to as the "Contractor," for the State of Michigan hereinafter referred to as the "State" for the NASPO Valuepoint Automotive Parts Master Agreement (Cooperative Agreement 7-21-99-41-02) ("Master Agreement").

Contractor will permit the State and State of Michigan agencies to participate under this Master Agreement and the State's Participating Addendum thereto (PA), to which this Statement of Work is incorporated by reference.

Contractor will provide the entire portfolio of quality Automotive Parts to the State, in a timely and efficient manner. Contractor will be the primary point of contact for data collection, reporting, and distribution of Automotive Parts to the State.

**2. AGREEMENT TERM**

The term of the State's PA with Contractor will be concurrent with the term of the Lead State's Master Agreement.

**3. RESPONSIBILITIES**

A. Contractor will meet all requirements identified in the PA together with any Schedules, Attachments, or Exhibits incorporated thereto.

B. Contractor will provide a Contract Administrator that will work with the State Contract Administrator to fully implement and manage the agreement between Contractor and State.

C. Contractor will make available to the State, technically competent personnel to accomplish the tasks and deliverables for the implementation and management of the agreement between the State and Contractor.

D. Contractor will promptly notify the State Contract Administrator in writing of any unresolved issues or problems related to the Agreement between the State and Contractor that have been outstanding for more than five (5) business days.

## 4. REQUIREMENTS

### A. Available Product Categories

Contractor will provide products for Automotive Parts categories at the discount provided in Schedule B, Category Discounts. Products outside the scope of categories listed in Schedule B may not be purchased from the Master Agreement.

### B. Electronic Catalog

Item	Description
1.	<p><b>Automotive Parts Electronic Catalog</b></p> <p>Contractor will develop and maintain an electronic catalog for use by Purchasing Entities. 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.</p>
2.	<p><b>Electronic Catalog/Contract Website Contents</b></p> <p>The Electronic Catalog will contain the following data elements at minimum:</p> <ul style="list-style-type: none"><li>• Item descriptions</li><li>• Contractor's stock keeping number (SKU)</li><li>• Unit of measure (UOM)</li><li>• Quantity in the UOM</li><li>• List Price/MSRP</li><li>• Master Agreement price</li><li>• Quote generation (if applicable)</li><li>• Publicly available OEM price lists (current and archives)</li></ul>
3.	<p><b>Availability</b></p> <p>The Electronic Catalog will be available twenty-four (24) hours per day, seven (7) days per week, except for regularly scheduled maintenance times. Contractor will not have any catalog viewing access restrictions for the State.</p>

## C. Pricing

Item	Description
1.	<p><b>Category Discounts</b></p> <p>Master Agreement employs a discount-off Manufacturer Suggested Retail Price (MSRP) structure. Category discounts outlined in Schedule B, Category Discounts, will remain firm for the entire term of the agreement, including extension periods. However, Contractors may offer lower pricing on a per order basis to Purchasing Entities.</p> <p>In the event a product falls into two or more categories the highest category discount will be applied.</p>
2.	<p><b>Promotions</b></p> <p>Contractor may offer promotional discounts, including but not limited to statewide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts.</p> <p>During special pricing promotions, the Contractor will offer Participating Entities the promotional pricing or the category discount percentage off MSRP, whichever is lower.</p> <p>Promotional pricing will not be cause for a permanent change in pricing. Promotional items will come with all benefits of the Master Agreement terms and conditions and will include all provisions such as warranty and delivery.</p>

## D. Retail Sales Establishments

Item	Description
1.	<p><b>Retail Sales Establishments</b></p> <p>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:</p> <ul style="list-style-type: none"> <li>• Walk-in and will-call order system during regular work hours.</li> <li>• Customer service associate to support walk-in and will-call order system.</li> <li>• Itemized sales receipts for all walk-in and will-call transactions.</li> <li>• Availability of delivery.</li> <li>• Acceptance of Purchasing Card.</li> </ul>

	<p>These facilities will 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.</p> <p>Contractor will provide a list of authorized retail sales establishment locations to be used on this Master Agreement to the State within 15 calendar days of execution of the PA.</p> <p>If Contractor is offering Retail Sales Establishments, Contractor will ensure that the State, state agencies, local government agencies and other Participating Entities will receive Master Agreement pricing when purchasing items through Retail Sales Establishments.</p>

**E. Ordering**

Item	Description
1.	<p><b>Ordering Methods</b></p> <p>Contractor shall accept orders through the following methods:</p> <ul style="list-style-type: none"> <li>• <b>Electronic (email)</b> – An email address to be used by Purchasing Entities for placing orders must be in place before the commencement of this PA.</li> <li>• <b>Facsimile</b> – A toll-free facsimile number to be used by Purchasing Entities for placing orders must be in place before the commencement of this Master Agreement. Facsimile orders must be accepted between the hours of 8:00 AM and 5:00 PM, Monday through Friday in the time zone the order is placed.</li> <li>• <b>U.S. Mail</b> – Contractor must have the capability to receive orders by mail in place before the commencement of this PA.</li> <li>• <b>Over-the-counter/Walk-In</b> – Contractor will provide over-the counter order and delivery at all commercial locations. See Schedule A, Section 4.D (Retail Sales Establishments).</li> <li>• <b>Online (internet)</b> – Contractor’s Electronic Catalog website to be used by Purchasing Entities for placing orders must be in place before the commencement of this PA. See Exhibit A, Section 4.B (Electronic Catalog).</li> </ul>

	Contractor will provide the ordering information within five (5) business days of the State's request.
2.	<p><b>Purchase Execution</b></p> <p>The State will make purchases in accordance with the use the Purchase Ordering, Acceptance, and Terms of Payment set forth in the PA.</p> <p>Contractor shall not accept purchase documents from Purchasing Entities that are incomplete or contain items outside the scope of the Master Agreement.</p>
3.	<p><b>Minimum Order (M)</b></p> <p>There is no minimum order.</p>
4.	<p><b>Order Acknowledgement</b></p> <p>The Contractor must provide State with an order receipt acknowledgment via e-mail/facsimile within one (1) business day after receipt of an order. The acknowledgement will include:</p> <ul style="list-style-type: none"> <li>• Purchasing Entity Name</li> <li>• Purchase Order Number</li> <li>• Description of Goods / SKUs</li> <li>• Total Cost</li> <li>• Anticipated Delivery Date</li> <li>• Identification of any Out of Stock/Discontinued Items</li> </ul>
5.	<p><b>Out-of-Stock Remedy</b></p> <p>Upon receipt of order acknowledgment identifying out of stock items, the State will have the following options:</p> <ul style="list-style-type: none"> <li>• Request back order</li> <li>• Cancel the item from the order</li> </ul> <p>Upon request, Contractor will 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.</p>
6.	<p><b>Core Exchange/Charges</b></p> <p>All parts supplied which require core exchange will 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 will be billed at the core price listed in the manufacturer's price sheet for that particular part.</p>
7.	<p><b>Remanufactured Parts</b></p>

	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.
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## F. Delivery

Item	Description
1.	<p><b>Delivery Locations</b></p> <p>Deliveries are to be made to the Purchasing Entities' location specified on the individual order, which may include, but not be limited to inside buildings, high-rise office buildings, and receiving docks.</p>
2.	<p><b>Delivery Schedule</b></p> <p>Delivery of ordered product will be completed within two (2) business days after receipt of an order, unless otherwise agreed to by the Purchasing Entity.</p> <p>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.</p> <p>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.</p>
3.	<p><b>Delivery from Retail Sales Establishments</b></p> <p>Delivery of standard in-stock items to locations within five (5) miles from company's retail business establishment shall be accomplished within 45 minutes. Delivery outside the five (5) mile range will be accomplished by a scheduled delivery.</p>
4.	<p><b>Security Requirements for Institutions</b></p> <p>Deliveries may be made to locations inside secure institutional grounds (such as state prisons) that require prior clearances to be made for delivery drivers.</p> <p>Contractor will be responsible for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery. These security clearance procedures may vary from facility to facility.</p>

	<p>Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause the contractor to be declared in default of contract requirements.</p>
<p>5.</p>	<p><b>Free on Board (F.O.B.) Destination (Shipping Terms)</b></p> <p>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 ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.</p> <p>All emergency or rush deliveries that require special shipping and handling should be at the ordering entities 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 cost shall be paid by the Contractor.</p>
<p>6.</p>	<p><b>Manufacturer Warranty</b></p> <p>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.</p> <p>These 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.</p> <p>Statement of warranty is to be provided by Contractor with items delivered under this Master Agreement.</p> <p>For all items ordered, warranty begins on the date of delivery.</p>
<p>7.</p>	<p><b>Return Policy</b></p> <p>Items purchased under this PA 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.</p> <p>All returns shall be picked up within seven (7) business days of notification. Notification is defined as notice in writing, by facsimile or email.</p>

8.	<p><b>Credit Policy</b></p> <p>The Contractor must offer a full credit/refund for the following items:</p> <ul style="list-style-type: none"> <li>• Items shipped in error</li> <li>• Defective or freight-damaged items</li> <li>• Items returned within 30 calendar days of delivery</li> </ul> <p>In all cases, the Purchasing Entity shall have the option of taking an exchange, receiving a credit, or receiving a refund.</p> <p>The Contractor will be responsible for the credit/refund or replacement of all products, including those covered by manufacturer warranties as stated in Exhibit A, Section 4.F.6, Manufacturer Warranty. Contractor cannot require the Purchasing Entity to deal directly with the manufacturer.</p>
9.	<p><b>Product Recall Procedures</b></p> <p>Contractor shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each applicable Purchasing Entity through the most expedient method possible. The notices, at a minimum, will include a complete product description and/or identification, contract number, delivery order number and disposition instructions.</p> <p>Contractor agrees to use commercially reasonable efforts in identifying the applicable manufacturer in order that the State and any Participating Entities or Purchasing Entities may work with such manufacturer to handle any applicable recall issues.</p>

**G. Invoicing and Payment**

Item	Description
1.	<p><b>Invoices</b></p> <p>Invoices will be submitted to the Purchasing Entity within seven (7) calendar days from date of delivery. Invoices must include the following:</p> <ul style="list-style-type: none"> <li>• Agency Order Number (Purchase Order Number)</li> <li>• Purchasing Entity Name</li> <li>• Delivery address of the order</li> <li>• Product(s) description</li> <li>• Manufacturer’s product(s) number(s)</li> <li>• Quantities of merchandise issued</li> <li>• Price(s) per unit(s) and extended price</li> <li>• Date ordered</li> <li>• Date delivered</li> </ul>

	<ul style="list-style-type: none"> <li>• Listing of returns or back ordered items</li> <li>• Discounts (i.e. Cash Discounts, Prompt Payment</li> <li>• Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency</li> <li>• Any other mutually agreed upon requirements</li> </ul>
2.	<p><b>Payment</b></p> <p>State will make payments in manner and as described in the PA.</p>

## H. Reporting

Item	Description
1.	<p><b>Usage Report</b></p> <p>During the term of the Master Agreement, Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all sales to the State or State agencies, using the report template provided by the State Contract Administrator.</p> <p>The Usage Report will contain the following data elements at a minimum:</p> <ul style="list-style-type: none"> <li>• Ordering Agency Name</li> <li>• Agency Type (State/Local)</li> <li>• Purchase Order Number</li> <li>• Order Date</li> <li>• Category</li> <li>• Manufacturer Part Number (OEM #)</li> <li>• Item Description</li> <li>• Unit of Measure</li> <li>• Quantity</li> <li>• List Price/MSRP</li> <li>• Unit Price</li> <li>• Extended Price Paid</li> <li>• Catalog Version Date</li> </ul> <p>The State Contract Administrator reserves the right to modify the reporting template and require Contractor to provide additional order information during the course of the agreement between the State and Contractor.</p> <p>The report shall be in a format specified by the State and delivered electronically to <b>MiDeal@michigan.gov</b> 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 State.</p>

	<p>Tax must not be included in the report, even if it is on the purchase order.</p> <p>Reports are due by the 30<sup>th</sup> day following a calendar quarter. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of the PA.</p> <p>Amendment for term extensions may be approved only if all quarterly reports due have been submitted to the State.</p> <p>The State Contract Administrator will provide the reporting template upon award.</p>
2.	<p><b>Ad Hoc Reporting</b></p> <p>Contractor will have the ability to provide ad hoc reports at no cost to the State. Upon written request, Contractor will 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 Purchasing Entity may make copies of procurement data in any form and the use of such data shall not be restricted.</p> <p>Dependent on future reporting requirements, the State may ask that certain reports become standard and delivered to the State on a monthly or quarterly basis.</p>

**PARTICIPATING ADDENDUM  
SCHEDULE B:  
CATEGORY DISCOUNTS**

<b>CATEGORY</b>	<b>DESCRIPTION</b>	<b>PERCENT DISCOUNT OFF MSRP</b>
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, Struts and Steering	52%
17.	Wipers/Washers	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., cleaning supplies, wrenches, etc.)	46%

# PARTICIPATING ADDENDUM AND STANDARD CONTRACT TERMS FOR THE STATE OF MICHIGAN

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This Participating Addendum (“**PA**” or “**Contract**”), which is hereby incorporated as Attachment 1 into that certain NASPO Valuepoint Cooperative Agreement (“**Master Agreement**”) entered into by and between Lead State California and Genuine Parts Company, dba NAPA (“**Contractor**”), a Georgia Corporation is agreed to between the State of Michigan (the “**State**”) and Contractor. This Contract is effective on 1/17/2022 (“**Effective Date**”), and unless terminated, will run concurrently with the term of the Master Agreement. The Contract may be renewed for up to one additional 2-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Participating Addendum Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster

response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

**Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

2.

If to State:	If to Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 <sup>st</sup> Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Don Lachance 2999 Wildwood Parkway, Atlanta, GA 30339 <a href="mailto:Don_lachance@genpt.com">Don_lachance@genpt.com</a> (770) 818-4609 (770) 859-2920

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

4.

State:	Contractor:
Yvon Dufour 525 W. Allegan, Constitution Hall, 1 <sup>st</sup> Floor NE Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Don Lachance 2999 Wildwood Parkway, Atlanta, GA 30339 <a href="mailto:Don_lachance@genpt.com">Don_lachance@genpt.com</a> (770) 818-4609 (770) 859-2920

**Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

5.

State:	Contractor:
Scott Poyer Poyers@michigan.gov (517) 284-6448	Don Lachance 2999 Wildwood Parkway, Atlanta, GA 30339 <a href="mailto:Don_lachance@genpt.com">Don_lachance@genpt.com</a> (770) 818-4609 (770) 859-2920

**Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

**Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds to the extent of Contractor's indemnification obligations using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Required Limits	Additional Requirements
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

- 7. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

**Administrative Fee and Reporting.** Contractor must pay an administrative fee of **1%** on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), and MiDEAL members. Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be emailed to **MiDeal@michigan.gov**.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

**Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

8. All terms, pricing, and discounts under this Contract are extended to the Participating State's third-party Fleet Maintenance and Management Program.

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation,

10. assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

**Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor

remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

**Staffing.** The State’s Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

**Reserved.**

- 11. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this
- 12. Contract to any other party. If the State determines that a novation of the Contract to
- 13. a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

- 14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor’s organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor’s stock; (b) a sale of substantially all of Contractor’s assets; (c) a change in a majority of Contractor’s board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

- 15. In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 16. **Ordering.** Orders may be submitted by phone, via internet using “Prolink”, email, or in store.

**Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State’s receipt of them (“**State Review Period**”), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor’s receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract

Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

To the extent that Contract Activities includes the provision of a Services through the use of an online portal, as set forth the Schedule A, Statement of Work, Contractor must comply with the Service Level Agreement set forth in this Contract.

**Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the

17. State's exclusive property upon acceptance.

**Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

18. 19. **Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

**Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the

State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

**Service-Level Agreements (SLAs)**

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Deliveries	
<b>Definition and Purpose</b>	<p>All orders must be delivered within 2 calendar days of receipt of order unless other arrangements have been agreed to in writing by the Contractor and the Program Manager or Designee.</p> <p>AND/OR</p> <p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by the Program Manager or Designee and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager or Designee.</p>

SLA Metric 1. Timely Deliveries	
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours.</li> <li>2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time, and upon mutual agreement such extenuating circumstances may result in an adjustment on agreed upon delivery times.</li> <li>3. Items, brands, and quantities delivered will match the Order Confirmation exactly.</li> <li>4. Signed and dated packing slips will be provided to the Agencies at the time of delivery.</li> <li>5. The entire order must be delivered within twenty-four (24) hours for in stock items unless a partial delivery or other arrangements have been approved in advance by the Program Manager. For items that are out of stock or special order, Contractor shall notify the Program Manager, and the Program Manager may cancel the order or the parties will agree upon an estimated delivery date for such items. Such items will not, upon such cancellation or agreement, result in the assessment of credits for failure to meet Service Level Agreements.</li> <li>6. Subject to the foregoing, orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.</li> </ol> <p>The acceptable standard is 100% compliance.</p>
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<ol style="list-style-type: none"> <li>1. 5% discount off questionable invoiced item may be assessed for each of the first five occurrences of non-compliance of the acceptable standard above in a given calendar year.</li> <li>2. 10% discount off questionable invoiced item may be assessed beginning with the sixth occurrence of non-compliance of the acceptable standard above and on each occurrence thereafter in a given calendar year.</li> </ol> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

- Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b)
22. terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

- Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent,
23. petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations and fails to cure the breach within 15 days; or (e) fails to cure a breach within 15 days. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

- The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees,
24. court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities
25. immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

**Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of

such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (b) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (c) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

27. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

Intentionally Omitted

- Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE**
28. **MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

- Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a
29. subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract and would materially affect Contractor's ability to perform its obligations hereunder, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. **State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and
33. supplying State Data. No State Data may be used for any marketing purposes.

**Contract Activities including Software.** If Contractor is providing Contract Activities that require the use of Contractor Software, the following terms apply:

- a. License Grant by Contractor: Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable right and license during the Term and such additional periods, if any, as Contractor is required to provide Contract Activities under this Contract or any Statement of Work, to: (a) access and use the Software, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for processing State Data; (b) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Software; and (c) prepare, reproduce, print, download and use a reasonable number of copies of the Documentation for any use of the Software under this Contract; and (d) access and use the Software for all

such non-production uses and applications as may be necessary or useful for the effective use of the Contract Activities hereunder, including for purposes of analysis, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Software, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Software as described below.

- b.** License Restrictions on the State. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Software or Documentation in any manner or for any purpose that is unlawful under applicable law.
- c.** Use by the State. The State will pay Contractor the corresponding Fees (if any) set forth in a Statement of Work or Pricing Schedule for all Authorized Users access and use of the Software.
- d.** Certification by the State to the Contractor, if applicable. To the extent that a License granted to the State is not unlimited, Contractor may request written certification from the State regarding use of the Software for the sole purpose of verifying compliance with the Contract. Such written certification may occur no more than once in any twenty four (24) month period during the Term of the Contract. The State will to respond to any such request within 45 calendar days of receipt. If the State's use is greater than contracted, Contractor may invoice the State for any unlicensed use (and related support) pursuant to the terms of this Contract at the rates set forth in Schedule B, and the unpaid license and support fees shall be payable in accordance with the terms of the Contract. Payment under this provision shall be Contractor's sole and exclusive remedy to cure these issues.
- e.** Definitions.
  - (1) "Software" means Contractor's software as set forth in a Statement of Work, provided to the State that is necessary for use of the Contract Activities.
  - (2) "Documentation" means all user manuals, operating manuals, technical manuals and any other instructions, specifications,

documents or materials, in any form or media, that describe the functionality, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software or Contract Activities.

- (3) “Authorized Users” means all persons authorized by the State to access and use the Software or Contract Activities under this Contract.

**32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

**a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

**b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in

a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party 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 Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
  - d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
  - e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.
- 33.

**Data Privacy and Information Security.**

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees,

agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor’s data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request. Contractor must comply with the requirements of the Data Security Schedule, found in **Schedule D**.

- b. Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State upon request.
- c. Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor’s data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor’s data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor’s data privacy and information security program.
- d. Audit Findings.** If Contractor fails to implement any required safeguards as identified by the State or by any audit of Contractor’s data privacy and information security program, in addition to any other remedies that may be available to the State under applicable law or the terms of this contract, the State may terminate this Agreement on written notice.
- e. State’s Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34.  
 35.  
 36.

**Reserved.**  
**Reserved.**

**Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor’s

premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (d) the Contract Activities are fit for the specific purposes identified in the Contract; (e) the Contract signatory has the authority to enter into this Contract; (f) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (g) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (h) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract.
- Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

**Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

**Reserved.**

**Reserved.**

**Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with  
41. respect to hire, tenure, terms, conditions, or privileges of employment, or a matter  
42. directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

**Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register  
43. compiled under MCL 423.322.

**Governing Law.** This Contract is governed, construed, and enforced in  
44. accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

**Non-Exclusivity.** Nothing contained in this Contract is intended nor will be  
45. construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract  
46. Activities from other sources.

**Force Majeure.** Neither party will be in breach of this Contract because of any  
47. failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

**Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited

from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State’s right to terminate the Contract.

**Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

48. **Website Incorporation.** The State is not bound by any content on Contractor’s website unless expressly incorporated directly into this Contract.

49. **Schedules.** All Schedules, Addendums, and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules

50. are attached hereto and incorporated herein:

Schedules	Description
Schedule A	Statement of Work
Schedule B	Category Discounts
Schedule C	Federal Provisions Addendum
Exhibit 1 to Schedule C	Byrd Anti-Lobbying Certification
Schedule D	Data Security Schedule
51. Schedule E	NAPA Locations

**Entire Agreement and Order of Precedence.** This Contract, which includes the Master Agreement, this Participating Addendum together with its Schedule A – Statement of Work, and all other Schedules, Addendums, and Exhibits referenced in this Contract, which are hereby expressly incorporated hereto, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO

FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

52. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

**Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

53. **Survival.** The provisions of this Contract that impose continuing obligations,  
54. including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

# SCHEDULE C

## FEDERAL PROVISIONS ADDENDUM

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This addendum applies to purchases that will be paid for in whole or in part with funds obtained from the federal government. The provisions below are required, and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

### Equal Employment Opportunity

1. If this Contract is a "**federally assisted construction contract**" as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted

by the employer, or is consistent with the Contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not

applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.

#### **Davis-Bacon Act (Prevailing Wage)**

If this Contract is a **prime construction contract** in excess of \$2,000, the Contractor (and its Subcontractors) must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and during performance of this Contract the Contractor agrees as follows:

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
3. b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### **Copeland "Anti-Kickback" Act**

If this Contract is a contract for construction or repair work in excess of \$2,000 where the Davis-Bacon Act applies, the Contractor must comply with the Copeland “Anti-Kickback” Act ([40 USC 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled, and during performance of this Contract the Contractor agrees as follows:

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA or the applicable federal awarding agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

4. **Contract Work Hours and Safety Standards Act**

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable, and during performance of this Contract the Contractor agrees as follows:

- a. **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- c. **Withholding for unpaid wages and liquidated damages.** The State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- d. **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. **Rights to Inventions Made Under a Contract or Agreement**

If the Contract is funded by a federal “funding agreement” as defined under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6.

**Clean Air Act and the Federal Water Pollution Control Act**

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act ([42 USC 7401-7671g](#)) and the Federal Water Pollution Control Act ([33 USC 1251-1387](#)), and during performance of this Contract the Contractor agrees as follows:

**Clean Air Act**

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency

Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

#### **Federal Water Pollution Control Act**

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or the applicable federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or the applicable federal awarding agency.

#### **Debarment and Suspension**

7. A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement [Executive Orders 12549 \(51 FR 6370; February 21, 1986\)](#) and [12689 \(54 FR 34131; August 18, 1989\)](#), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the State. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or

proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of **\$100,000 or more** shall file the required certification in Exhibit 1 – Byrd Anti-Lobbying Certification below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8.

### **Procurement of Recovered Materials**

9. Under [2 CFR 200.322](#), Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
    - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
    - ii. Meeting contract performance requirements; or
    - iii. At a reasonable price.
  - b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
10. c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **Additional FEMA Contract Provisions.**

The following provisions apply to purchases that will be paid for in whole or in part with funds obtained from the Federal Emergency Management Agency (FEMA):

1. **Access to Records.** The following access to records requirements apply to this contract:
  - a. The Contractor agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions

- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

In compliance with the Disaster Recovery Act of 2018, the State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**2. Changes.**

See the provisions regarding modifications or change notice in the Contract Terms.

**3. DHS Seal Logo and Flags.**

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**4. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**5. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract.”

**6. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.

## **EXHIBIT 1 TO SCHEDULE C BYRD ANTI-LOBBYING CERTIFICATION**

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Contractor must complete this certification if the purchase will be paid for in whole or in part with funds obtained from the federal government and the purchase is greater than \$100,000.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Genuine Parts Company dba NAPA , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

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Date

## SCHEDULE D - CONTRACTOR HOSTED SOFTWARE AND SERVICES

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1. **Definitions.** In addition to the definitions found in the Contract Terms, for the purposes of this Contract, the following terms have the following meanings:  
“**Authorized Users**” means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“**Harmful Code**” means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, encrypt, modify, copy, or otherwise harm or impede in any manner, any (i) computer, software, firmware, data, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

“**Hosted Services**” means the hosting, management and operation of the Operating Environment, Software, other services (including support and subcontracted services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract.

“**Integration Testing**” has the meaning set forth in **Section** Error! Reference source not found..

“**Open-Source Components**” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“**Open-Source License**” has the meaning set forth in **Section** Error! Reference source not found..

“**Operating Environment**” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in a Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software, system

architecture, configuration, computing hardware, ancillary equipment, networking, software, firmware, databases, data, and electronic systems (including database management systems).

“**Service Error**” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“**Specifications**” means the specifications for the Software set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

“**State Materials**” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“**Support Services**” means the Software maintenance and support services Contractor is required to or otherwise does provide to the State pursuant to this **Schedule D** and **Exhibit 1** to this **Schedule D**.

“**Technical Specification**” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work.

“**User Data**” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

“**Warranty Period**” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

## 2. Hosted Software License Grant and Source Code Escrow

- 1.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by
- (a) and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any
  - (b) Statement of Work, to:

access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Hosted Services;

prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Hosted Services under this Contract; and

- (c) access and use the Hosted Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Hosted Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section** Error! Reference source not found..
  - (d)
- 1.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Hosted Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
- 1.3 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work (if any) for all Authorized Users access and use of the Hosted Services or Software.
- 1.4 Open-Source Licenses. For Contractor Hosted Software only (and not for the provision of Software-as-a-Service), any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("Open-Source License").

### **3. Hosted Services Testing and Acceptance.**

- 3.1 Hosted Service Preparation. Promptly upon the parties' execution of a Statement of Work, Contractor will use commercially reasonable efforts to make the Hosted Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work. The Hosted Services will be deemed to be Accepted upon the State's use of such Services on or after the Effective Date of this Contract.
- 3.2 Testing and Acceptance (If Applicable)
- (a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.

- (b) Upon completion of the State’s testing, the State will notify Contractor of its acceptance (“**Accept**” or “**Acceptance**”) or, if it has identified any noncompliance with the Specifications, rejection (“**Reject**” or “**Rejection**”) of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State’s notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State’s notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.
- (c) If any corrective measures are required under **Section (b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section (a)** and **Section (b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:
  - (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section (b)** at no additional cost or charge to the State; or
  - (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.
- (d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 1.1(a)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State’s written notice of termination, and the State will be relieved of all obligations thereunder.

**4. Support Services.**

- 1.1 Maintenance and Support Services. Contractor will provide Hosted Service maintenance and support services (collectively, “**Support Services**”) in accordance with the provisions set forth in this **Schedule D** and in the Service Level Agreement, attached as **Exhibit 1** to this **Schedule D**(the “**Support Services and Service Level Agreement**”).
- 1.2 Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, “**Software Support Services**”) to the extent necessary to make the Hosted Service available to the State. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services. Contractor will use commercially reasonable efforts to maintain the Hosted Services to

optimize Availability. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and
- (b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this **Schedule D**.

**5. Support Service Responsibilities.** Contractor will:

- (a) use commercially reasonable efforts to correct all Service Errors;
- (b) provide unlimited telephone support between the hours of State business days 8am to 5pm (EST);
- (c) provide online support between the hours of State business days 8am to 5pm (EST)
- (d) provide online access to technical support bulletins and other user support information and forums, solely to the extent Contractor makes such resources available to its other customers using the Hosted Services; and
- (e) use commercially reasonable efforts to respond to and Resolve Support Requests as specified in **Exhibit 1** to this **Schedule D**.

**6. Software and Service Warranties.**

6.1 Contractor represents and warrants to the State that:

- (a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services, including Hosted Services, will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;
- (b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its material obligations hereunder;

- (c) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened action, and it has not received any written, oral or other notice of any action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services, Hosted Services, or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services, including Hosted Services, or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;
- (d) the Contractor Systems and Services (including Hosted Services) are and will remain free of Harmful Code;
- (e) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
- (f) Contractor will perform all Services in a professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications;
- (g) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and
- (h) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third-party software provider for any reason whatsoever.

**7. DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS,

IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THE STATE ACKNOWLEDGES THAT (I) THE HOSTED SERVICE HAS NOT BEEN SPECIFICALLY DESIGNED TO MEET ITS AND/OR ANY OF ITS CUSTOMER'S OR END-USER'S INDIVIDUAL REQUIREMENTS; AND (II) THE HOSTED SERVICE WILL NOT BE ERROR-FREE, UNINTERRUPTED, FREE FROM UNAUTHORISED ACCESS (INCLUDING THIRD PARTY HACKERS OR DENIAL OF SERVICE ATTACKS).

# SCHEDULE D - EXHIBIT 1 - SUPPORT SERVICES AND SERVICE LEVEL AGREEMENT FOR HOSTED SERVICES

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1. **Definitions.** For purposes of this **Exhibit 1** to **Schedule D**, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract or its associated respective Schedules.

“**Availability**” has the meaning set forth in **Section 3.1**.

“**Available**” has the meaning set forth in **Section 3.1**.

“**Contractor Service Manager**” has the meaning set forth in **Section 2.1**.

“**Critical Service Error**” has the meaning set forth in **Section 0**.

“**Exceptions**” has the meaning set forth in **Section** Error! Reference source not found..

“**Force Majeure Event**” has the meaning set forth in **Section 5.1**.

“**Hosted Services**” has the meaning set forth in **Schedule D**.

“**Resolve**” has the meaning set forth in **Section** Error! Reference source not found..

“**Scheduled Downtime**” has the meaning set forth in **Section** Error! Reference source not found..

“**Scheduled Uptime**” means the total minutes in the Service Period.

“**Service Period**” has the meaning set forth in **Section 3.1**.

“**Software**” has the meaning set forth in the Contract.

“**Software Support Services**” has the meaning set forth in **Section 1.1**.

“**State Service Manager**” has the meaning set forth in **Section 2.2**.

“**State Systems**” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“**Support Request**” has the meaning set forth in **Section 0**.

“**Support Service Level Requirements**” has the meaning set forth in **Section 4**.

## 2. Personnel

2.1 Contractor Personnel for the Hosted Services. Contractor will appoint certain employees to serve as primary contacts with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services.

**2.2** State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the “**State Service Manager**”).

### **3. Service Availability.**

**3.1** Availability. Contractor will use commercially reasonable efforts to make the Hosted Services Available, subject to any scheduled or unscheduled downtime for maintenance, upgrades or other reasons to be determined in Contractor’s discretion. “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part.

**3.2** Service Monitoring and Management. Contractor will monitor and manage the Hosted Services to endeavor to optimize Availability.

### **4. Support.**

Contractor will use commercially reasonable efforts to correct all Service Errors and respond to and Resolve all Support Requests as soon as reasonably practicable.

### **5. Force Majeure.**

**5.1** Force Majeure Events. Subject to **Section 5.3**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**5.2** State Performance; Termination. In the event of a Force Majeure Event affecting Contractor’s performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor’s performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date

specifically designated for Contractor's performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

**5.3** Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

- (a) in no event will any of the following be considered a Force Majeure Event:
  - (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
  - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

## SCHEDULE E - DATA SECURITY REQUIREMENTS

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**Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means the Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“**Hosting Provider**” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule.

**Security Officer.** Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

**Contractor Responsibilities.** Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor’s or its subcontractor’s possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at:

[https://www.michigan.gov/dtmb/0,5552,7-358-82547\\_56579\\_56755---,00.html](https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html)

**Acceptable Use Policy.** To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see [ents/dtmb/1340.00.01 Acceptable Use of Information Technology Standard 458958 7.pdf](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

**Protection of the State's Information.** Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

- 5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;
- 5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;
- 5.3 ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards ([www.uptimeinstitute.com](http://www.uptimeinstitute.com)), or its equivalent;
- 5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;
- 5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of

security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against “hackers” and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 256 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

**Security Accreditation Process.** Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State’s automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor’s security controls within two weeks of the State’s request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system’s controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor’s solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

**Unauthorized Access.** Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State’s express prior written authorization. Such authorization

may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

### **Security Audits.**

- 1.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.
- 1.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.
- 1.3
- 1.4 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's and Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.
- With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

- 1.5 **Application Scanning.** During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

- 9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).
- (a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.
- 9.2 Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.
- (a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application Source Code scans. These scans must be completed for all Source Code initially, for all updated Source Code, and for all Source Code for each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans.
- 9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.
- (a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each

major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

- 9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.
- (a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).
  - (b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

### **Infrastructure Scanning.**

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

### **Nonexclusive Remedy for Security Breach.**

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

**LIST OF STORE LOCATIONS**

NAPA Store Names	Street	City	State	Zip	Phone	Fax
Adrian Parts	217 West Maumee Street	Adrian	MI	49221	(517) 920-4670	
Auto Parts Of Albion	317 Austin Avenue	Albion	MI	49224	(517) 629-2157	
Algonac Action Auto Parts Inc	2420 Point Tremble	Algonac	MI	48001	(810) 794-4976	(810) 000-0000
Auto Parts of Allegan	1513 M40	Allegan	MI	49010	(269) 673-3080	(269) 673-3890
Genuine Parts Company	5455 Auto Court Suite A	Allendale	MI	49401	(616) 895-4364	(616) 895-6698
McDonald Auto Supply Inc	126 West Washington	Alpena	MI	49707	(989) 356-4544	(989) 356-6256
Auto Parts of Ann Arbor	2331 S Industrial Hwy	Ann Arbor	MI	48104	(734) 665-4461	
Athens Auto Supply	131 N Capital	Athens	MI	49011	(269) 729-9005	(269) 729-5598
Johnson Auto Supply	436 W Huron	Au Gres	MI	48703	(989) 876-0300	
Ficks Automotive Inc	1021 W Midland Road	Auburn	MI	48611	(989) 662-4469	
Bad Axe Auto Supply	771 South Van Dyke	Bad Axe	MI	48413	(989) 269-9706	(989) 269-3860
Cereal City Auto Parts	320 Michigan Ave West	Battle Creek	MI	49017	(269) 965-3335	(269) 965-0509
Genuine Parts Company	1136 Sumpter Rd	Belleville	MI	48111	(734) 697-1600	(734) 697-8672
Ridge Auto Parts	2197 M139	Benton Harbor	MI	49022	(269) 926-6272	(269) 926-6358
Genuine Parts Company		Beulah	MI	49617	(231) 882-5581	(231) 882-5631
Big Rapids Auto & Truck Parts	1330 N State St	Big Rapids	MI	49307	(231) 796-2671	(231) 796-1788
Blissfield Parts	10003 E US 223	Blissfield	MI	49228	(517) 486-4361	(517) 486-4363
Brighton Ford	8247 Grand River	Brighton	MI	48114	(810) 227-1171	
Genuine Parts Company	6081 S Division Ave	Byron Township	MI	49548	(616) 261-3930	(616) 261-5867
Cadillac Truck Service	1116 W 13th St	Cadillac	MI	49601	(231) 775-8471	(231) 775-9533
Genuine Parts Company	9860 Cherry Valley Ste 100	Caledonia	MI	49316	(616) 891-7205	(616) 891-7605
Caro Auto Parts	1065 E Caro Road	Caro	MI	48723	(989) 672-4525	(989) 672-4859
Carsonville Auto Parts	4030 East Chandler	Carsonville	MI	48419	(810) 657-9321	(810) 657-9050
Lynn Auto Parts	172 South Meridian St	Cedarville	MI	49719	(906) 484-6272	(906) 484-1321
The Parts Place - Charlotte	320 Lansing St	Charlotte	MI	48813	(517) 543-7200	(517) 543-8653
Spies Auto Parts & Tire	10942 N Straits Hwy	Cheboygan	MI	49721	(231) 627-7141	(231) 627-1760
Genuine Parts Company	50150 Gratiot Avenue	Chesterfield	MI	48051	(586) 949-0300	
Genuine Parts Company	607 North Rochester Road	Clawson	MI	48017	(248) 588-4222	
Genuine Parts Company	22583 15 Mile Road	Clinton Township	MI	48035	(586) 463-1547	(586) 463-4802
Arnold Auto Parts	20 East Chicago	Coldwater	MI	49036	(517) 278-2385	(517) 279-7715
Vic's Auto & Performance Inc	2450 Union Lake Rd	Commerce Townsh	MI	48382	(248) 363-4157	(248) 363-3710
McMaster Sales & Service	101 Jackson Rd	Concord	MI	49237	(517) 524-8855	(517) 524-8391

Lakeshore Auto Supply	32 North Mason Drive	Coopersville	MI	49404	(616) 837-7328	(616) 837-9265
Croswell Motor Parts	91 N Howard St	Croswell	MI	48422	(810) 679-3430	(810) 679-2137
Deckerville Auto Parts Inc	3427 Main St	Deckerville	MI	48427	(810) 376-8202	(810) 376-4166
Cereal City Auto Parts	126 East Orchard	Delton	MI	49046	(269) 623-4804	(269) 623-4802
Kirk's Automotive	9330 Roselawn	Detroit	MI	48204	(313) 933-7030	(313) 933-7073
Delta IBS	2634 World Gate Way Place	Detroit	MI	48242	(734) 729-7500	(734) 729-2898
Ridge Auto Parts	104 West Division	Dowagiac	MI	49047	(269) 782-2191	(269) 782-9454
M 50 Truck Tractor & Auto Inc	16805 Tecumseh Road	Dundee	MI	48131	(734) 529-2409	(734) 529-3130
Johnson Automotive Supply	121 W State St	East Tawas	MI	48730	(989) 362-3459	(989) 362-4811
The Parts Place - Eaton Rapids	231 S Main	Eaton Rapids	MI	48827	(517) 663-8172	(517) 663-8173
Vander Veen's LLC	523 E Main Street	Edmore	MI	48829	(989) 427-5111	(989) 427-0171
Mill Street Auto Supply	4878 Mill Street	Elkton	MI	48731	(989) 375-2231	(989) 375-4033
Bayside Engineering & Mfg Inc	718 Stephenson Ave	Escanaba	MI	49829	(906) 786-0821	(906) 786-2980
Foster Automotive	270 East Ludington Dr	Farwell	MI	48622	(989) 588-6151	
Fremont Motor Supply	225 W Main St	Fremont	MI	49412	(231) 924-2550	(231) 924-9337
Fruitport Automotive	5725 Airline Road	Fruitport	MI	49415	(231) 865-6244	(231) 865-6569
Genuine Parts Company	5659 Middlebelt Road	Garden City	MI	48135	(734) 422-7090	(734) 422-9221
Wilber Automotive Supply	602 South Otsego Ave	Gaylord	MI	49735	(989) 732-3558	(989) 732-7607
Jims Automotive Inc	301 E Cedar Ave	Gladwin	MI	48624	(989) 426-9212	(989) 426-1166
Lake Shore Auto Supply	17256 Robbins Rd	Grand Haven	MI	49417	(616) 847-2882	(616) 847-6550
Genuine Parts Company	3402 Patterson Ave SE	Grand Rapids	MI	49512	(616) 949-6272	(616) 956-7252
Genuine Parts Company	3013 Eastern Ave SE	Grand Rapids	MI	49508	(616) 241-5411	(616) 241-6456
Genuine Parts Company	3781 Plainfield Ave	Grand Rapids	MI	49525	(616) 363-4481	(616) 363-5444
Dean Transporation IBS	4155 Trade Drive	Grand Rapids	MI	49508	(616) 885-1684	(616) 885-1687
Genuine Parts Company		Grand Rapids	MI	49504	(616) 454-7008	(616) 454-7976
Genuine Parts Company		Grand Rapids	MI	49544	(616) 784-0575	(616) 784-3867
Genuine Parts Company Paint Store		Grand Rapids	MI	49503	(616) 451-3014	(616) 451-8354
Genuine Parts Company		Grandville	MI	49418	(616) 534-9651	(616) 534-0140
Grant Motor Supply	56 N Maple	Grant	MI	49327	(231) 834-5674	(231) 834-1903
Moore's Automotive	200 S James Street	Grayling	MI	49738	(989) 348-6731	(989) 348-2988
Manna Inc	6765 S Greenville Road	Greenville	MI	48838	(616) 754-3677	(616) 754-0891
Vartys Auto Parts	147 State Street	Harbor Beach	MI	48441	(989) 479-6040	(989) 479-6839
Harrison Auto Parts Inc	102 North First Street	Harrison	MI	48625	(989) 539-2861	(989) 539-6379
Hart Automotive Supply	65 State Street	Hart	MI	49420	(231) 873-5687	(231) 873-8318

Hastings Auto Supply	122 N Jefferson	Hastings	MI	49058	(269) 948-9696	(269) 948-9195
Highland Auto Supply	315 N Milford Rd	Highland	MI	48357	(248) 887-4126	(248) 889-5510
Motor Supply Of Holland	531 Chicago Drive	Holland	MI	49423	(616) 392-6951	(616) 392-6972
The Parts Place - Holt	2423 N Cedar St	Holt	MI	48842	(517) 694-2159	(517) 694-0025
Houghton Lake Auto Parts	2905 W Houghton Lake Dr	Houghton Lake	MI	48629	(989) 366-8133	(989) 366-7867
Forrest Auto Supply	467 Meridian Road	Hudson	MI	49247	(517) 448-7500	
Charles S Dodge & Son	320 S Cedar Road M-53	Imlay City	MI	48444	(810) 724-6523	(810) 724-6934
Manna Inc	173 East Riverside Drive	Ionia	MI	48846	(616) 527-2020	(616) 527-4113
Johnson's Farm Home & Rec	1311 E Center St	Ithaca	MI	48847	(989) 875-5117	(989) 875-3041
Genuine Parts Company		Jenison	MI	49428	(616) 669-9053	(616) 669-9777
Ridge Auto Parts	1655 South Drake Road	Kalamazoo	MI	49006	(269) 372-6272	(269) 372-6317
Ridge Auto Parts	1212 King Highway	Kalamazoo	MI	49001	(269) 342-0275	(269) 344-1808
Lynn Auto Parts	303 Water Tower Dr	Kincheloe	MI	49788	(906) 495-5955	(906) 495-2954
Auto & Truck Supply	555 S Carpenter Ave	Kingsford	MI	49802	(906) 779-1990	(906) 779-2990
Sloat Farm & Auto Supply	1343 Lakeshore Dr	Lake City	MI	49651	(231) 839-7211	(231) 839-7212
The Parts Place - East	2702 E Kalamazoo Street	Lansing	MI	48912	(517) 482-4008	(517) 485-9881
The Parts Place - West	3503 W St Joe	Lansing	MI	48917	(517) 267-1645	(517) 267-1248
Parts Place Northrup	533 East Northrup	Lansing	MI	48910	(517) 393-6676	(517) 393-9837
City of Lansing IBS	530 South E Street	Lansing	MI	48910	(517) 483-6640	(517) 483-6641
Tech Auto Supply	20340 Farmington Road	Livonia	MI	48152	(248) 478-2224	(248) 478-6036
Genuine Parts Company	2240 W Main Street	Lowell	MI	49331	(616) 897-9234	(616) 897-6181
Brigham Automotive Supply Ludingto	3351 West US 10	Ludington	MI	49431	(231) 845-1221	(231) 845-6756
Polar Equator Co LLC	514 South Williams	Mancelona	MI	49659	(231) 587-8000	(231) 587-0519
Genuine Parts Company		Manistee	MI	49660	(231) 723-6272	(231) 723-6282
Auto Parts of Manistique	165 River St	Manistique	MI	49854	(906) 341-6961	(906) 341-1143
Marcellus Auto & Farm Supply	105 Main Street	Marcellus	MI	49067	(269) 646-5755	(269) 646-5765
Marlette	3007 Main Street	Marlette	MI	48453	(989) 635-6300	(989) 635-6306
Auto & Truck Supply Of Marquette	3180 US 41 West	Marquette	MI	49855	(906) 228-2700	(906) 228-4370
Marshall Auto Parts	848 W Michigan Ave	Marshall	MI	49068	(269) 781-1100	(269) 781-8146
The Parts Place - Mason	203 N Cedar St	Mason	MI	48854	(517) 676-2464	(517) 676-9662
Mendon Auto Supply	580 W Main St	Mendon	MI	49072	(269) 496-8151	(269) 496-8211
Midland Auto & Truck Supply	1309 Washington St	Midland	MI	48640	(989) 631-3792	(989) 631-4726
Mullins Auto Parts & Service	630 County Rd	Milan	MI	48160	(734) 439-7270	(734) 439-7784
M 50 Truck Tractor & Auto	789 N Telegraph Rd	Monroe	MI	48162	(734) 241-7880	(734) 241-2870

Brigham's Automotive Supply	709 E Broadway	Mt Pleasant	MI	48858	(989) 772-4442	(989) 772-9134
Lynn Auto Parts	115 E Munising Ave	Munising	MI	49862	(906) 387-3535	(906) 387-5250
Muskegon Automotive Supply Corp	891 E Laketon Ave	Muskegon	MI	49442	(231) 722-7416	(231) 728-8208
Ridge Auto Parts	111 East Buffalo	New Buffalo	MI	49117	(269) 469-4470	(269) 469-4901
Lynn Auto Parts	905 Newberry Ave	Newberry	MI	49868	(906) 293-3263	(906) 293-3264
Ridge Auto Parts	323 S 11th Street	Niles	MI	49120	(269) 683-0555	(269) 683-0569
Yakes Automotive Supply	3998 Huron St	North Branch	MI	48461	(810) 688-3050	
M-2 Auto Parts	43500 Grand River Ave	Novi	MI	48375	(248) 348-1250	(248) 348-6596
M 64 Auto Parts	1009 Hwy M 64	Ontonagon	MI	49953	(906) 884-6745	(906) 884-4150
Johnsons Auto Supply Inc	5070 N US 23	Oscoda	MI	48750	(989) 739-9123	(989) 739-7881
1st Choice Auto Parts	1075 E Main Street	Owosso	MI	48867	(989) 725-1416	(989) 723-6837
GPC Mini DC		Owosso	MI	48867	(989) 725-7545	(989) 723-6837
Fochtman Auto Parts of Petoskey	2145 E Mitchell Road	Petoskey	MI	49770	(231) 347-6001	
Lynn Auto Parts	2049 US 31 North	Petoskey	MI	49770	(231) 753-2380	(231) 753-2385
Lynn Auto Parts	137 East Main Street	Pickford	MI	49774	(906) 647-2617	(906) 647-1056
Star Automotive	711 S Mable St	Pinconning	MI	48650	(989) 879-4330	
Plainwell Auto Supply	155 N Main St	Plainwell	MI	49080	(269) 685-5817	(269) 685-6990
B & F Automotive Supply	1100 Starkweather Avenue	Plymouth	MI	48170	(734) 453-7200	(734) 453-0590
Genuine Parts Company	1820 N Perry Street	Pontiac	MI	48340	(248) 340-0457	
Auto Parts of Port Huron	3326 Lapeer Rd	Port Huron	MI	48060	(810) 985-8196	(810) 985-8270
Ridge Auto Parts	250 E Centre St	Portage	MI	49002	(269) 327-4479	(269) 327-4661
Manna Inc	200 Northland Drive	Rockford	MI	49341	(616) 866-1504	
W & W Auto Parts	1095 W 3rd Street	Rogers City	MI	49779	(989) 734-7363	(989) 734-7362
Genuine Parts Company	30550 Ecorse Rd	Romulus	MI	48174	(734) 729-5266	(734) 729-2778
1st Choice Auto Parts	8751 Gratiot Rd	Saginaw	MI	48609	(989) 781-8500	(989) 781-6257
Ihle Auto Parts	6525 Blue Star Hwy	Saugatuck	MI	49453	(269) 857-4160	
Lynn Auto Parts	128 East Portage	Sault Ste Marie	MI	49783	(906) 632-3351	(906) 632-4236
Lynn Auto Parts	3520 I-75 Bus Spur	Sault Ste Marie	MI	49783	(906) 632-0391	(906) 632-1210
Genuine Parts Company	48081 Van Dyke Ave	Shelby Township	MI	48317	(586) 739-0790	(586) 739-3835
Six Lakes Auto Parts	9251 N Six Lakes Road	Six Lakes	MI	48886	(989) 365-4030	(989) 365-4342
Ridge Auto Parts	8859 M-140 Hwy	South Haven	MI	49090	(269) 637-2886	(269) 637-3291
Genuine Parts Company	13678 Eureka Road	Southgate	MI	48195	(734) 283-0244	(734) 283-9457
Sparta Motor Supply Inc	11 N State Street	Sparta	MI	49345	(616) 887-8730	(616) 887-4086
Lynn Auto Parts Inc	498 N State St	St Ignace	MI	49781	(906) 643-7850	(906) 643-7374

Manna Inc	697 South State Street Ste B	Stanton	MI	48888	(989) 831-8311	
The Parts Place - Stockbridge	121 E Elizabeth St	Stockbridge	MI	49285	(517) 851-7030	(517) 851-8480
Parts Source Inc	26456 W US 12	Sturgis	MI	49091	(269) 651-1858	(269) 651-3886
Bramer Auto Supply	357 South St Mary's Ave	Suttons Bay	MI	49682	(231) 271-6665	
Starts Auto Parts	8012 Lewis Ave	Temperance	MI	48182	(734) 847-3887	(734) 847-0399
Parts Source Inc -Three Rivers	1221 W Broadway	Three Rivers	MI	49093	(269) 279-7423	(269) 278-1885
Bramer Auto Supply	3234 Cass Rd	Traverse City	MI	49684	(231) 947-3830	(231) 947-0259
Vernon Hardware & Auto Supply	7200 East M-71	Vernon	MI	48476	(989) 288-2273	(517) 288-2273
Vestaburg Auto Parts	8840 Third St	Vestaburg	MI	48891	(989) 268-5506	(989) 268-5808
Ridge Auto Parts	2028 VW Ave	Vicksburg	MI	49097	(269) 649-1177	(269) 649-1751
Knights Auto Parts & Paint Inc	938 N Pontiac Trail	Walled Lake	MI	48390	(248) 669-1020	(248) 669-8070
Assured Truck Repair IBS	4305 Lessing	Waterford	MI	48329	(248) 618-7700	
Cereal City Auto Parts	201 Clark Street	Wayland	MI	49348	(269) 792-9385	(269) 792-1257
West Branch Auto Truck and Trailer	129 North Fifth Street	West Branch	MI	48661	(989) 345-7450	(989) 345-9563
Pohl Oil Company	305 S Westphalia	Westphalia	MI	48894	(989) 587-3291	(989) 587-3625
White Lake Automotive Inc	120 N Thompson	Whitehall	MI	49461	(231) 894-4008	(231) 894-8503
The Parts Place Williamston	1039 W Grand River Ave	Williamston	MI	48895	(517) 655-4323	(517) 655-4324
Hahns Auto Parts	12420 S Straits Hwy	Wolverine	MI	49799	(231) 525-8663	(231) 525-8244
Genuine Parts Company	1885 28th Street SW	Wyoming	MI	49519	(616) 538-6250	(616) 538-9590