

PARTICIPATING ADDENDUM
Sourcewell MASTER AGREEMENT # 110520-GPC, Customized Fleet Supply Chain & Parts
Inventory Management
(hereinafter "Lead Procurement Entity")

In partnership with
Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS)
(hereinafter "Contractor" or "NAPA")

And

State of Georgia
(hereinafter "Participating State/Entity" or "Agency")

This Participating Addendum is entered into by the State of Georgia (hereinafter "Agency"), Genuine Parts Company d.b.a. NAPA Integrated Business Solutions hereinafter ("Contractor") and Sourcewell (hereinafter "Lead Procurement Entity") collectively known as the ("Parties") pursuant to Sourcewell Contract #110520-GPC, between Contractor and Sourcewell for the provision of Customized Fleet Supply Chain & Parts Inventory Management, commonly known as Integrated Business Solutions, as subsequently amended (together with its exhibits and attachments, the "Sourcewell Master Agreement"). This Participating Addendum and the exhibits attached hereto shall be collectively referred to as State of Georgia Contract 99999-SPD-SWL20201105.

WHEREAS the **State of Georgia** is a member of Sourcewell; and

WHEREAS the **State of Georgia** desires to make available for purchase of Customized Fleet Supply Chain & Parts Inventory Management, commonly known as Integrated Business Solutions from Contractor as set forth in the Sourcewell Master Agreement and set forth within this addendum; and

WHEREAS the **State of Georgia** desires to add terms and conditions to the Sourcewell Master Agreement; and

WHEREAS **Contractor** is willing to agree to additional term and conditions;

NOW THEREFORE, **the Parties** to this Participating Addendum hereby agree as follows:

DEFINITIONS AND GENERAL INFORMATION

"DOAS" means the Department of Administrative Services of the State of Georgia.

"Contractor" means Genuine Parts Company d.b.a. NAPA Integrated Business Solutions.

"Customized Fleet Supply Chain & Parts Inventory Management" commonly known as Integrated Business Solutions (IBS) for this Participating Addendum are described as services associated with implementing an on-site parts store and providing parts, parts inventory management and associated services to the customer on an as-needed basis.

"Exhibit 1" (contained herein) means State of Georgia Statewide Standard Contract Form and Contract Terms and Conditions for Goods and Ancillary Services incorporated in the Participating Addendum.

"Exhibit 2" (attached) means the Sourcewell Master Agreement

"Exhibit 3" (attached) means the Customizable Agreement between Authorized Users (separately numbered agreements, and Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS)

"Lead Procurement Entity" means Sourcewell

"Local Municipality" means cities, counties , townships, counties and other political subdivisions of the State of Georgia and other local governmental entities.

"Participating Addendum" or "Addendum" means this document with incorporated Exhibit 1, Exhibit 2, and Exhibit 3.

"Purchase Instrument" means the documentation issued by the Lead Procurement Entity, the State Agency or User Agencies to the Contractor for the purchase of goods and services, in accordance with the terms and conditions of the Statewide Contract assigned to this Participating Addendum. The Purchase Instrument should reference the Statewide Contract and may include an identification of the equipment and services, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

"State" means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract commonly referred to as Authorized Users.

"Statewide Contract (SWC)" or "Contract" means the agreement between the Agency, the Lead Procurement Entity (Sourcewell) and the Contractor (Genuine Parts Company d.b.a. NAPA Integrated Business Solutions) as defined this Participation Addendum with Exhibit 1, Exhibit 2, and Exhibit 3.

"User Agency" or "User Agencies" or "Authorized Users" means any offices, agencies, departments, boards, bureaus, commissions, institutions, local municipalities or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

This Participating Addendum and the incorporated documents shall be read to be consistent and complementary. This Georgia Statewide Contract for Customized Fleet Supply Chain & Parts Inventory Management, commonly known as Integrated Business Solutions, is comprised of the State of Georgia's Participating Addendum (PA), the State of Georgia Statewide Contract with Attachment 1, Contract Terms and Conditions for Goods and Ancillary Services, (Exhibit 1), the Sourcewell Master Agreement (Exhibit 2) and the Customizable IBS Agreement (Exhibit 3).

Master Agreement Terms and Conditions:

- 1. INCORPORATION OF THE SOURCEWELL MASTER AGREEMENT.** The Parties agree to the terms set forth in the Sourcewell Master Agreement for Customized Fleet Supply Chain & Parts Inventory Management commonly known as Integrated Business Solutions, and the Customizable IBS Agreement Exhibit 3, which are incorporated herein by this reference, except as modified by this addendum.
- 2. ADDITIONS TO THE SOURCEWELL MASTER AGREEMENT:** The terms and conditions set forth in this Participating Addendum inclusive of Exhibit 1: STATE OF GEORGIA STATEWIDE CONTRACT, Contract Terms and Conditions, Exhibit 2: Sourcewell Master Agreement and Exhibit 3: Customizable IBS Agreement are incorporated herein and made a part hereof by this reference. In the event of inconsistent terms between this Participating Addendum and the Sourcewell Master Agreement, the following order of precedence shall govern and control the agreement between the Parties: (a) this Addendum with Exhibit 1 and Exhibit 2, (b) Sourcewell Master Agreement, as may be amended, (c) the Solicitation, (d) Contractor's response to the Solicitation, as revised and accepted by Sourcewell.
- 3. SCOPE:** This Participating Addendum (PA) authorizes and governs the State of Georgia's participation in the Sourcewell cooperative purchasing opportunity for the contract entitled: Customized Fleet Supply Chain & Parts Inventory Management, commonly known as Integrated Business Solutions. The scope of this Addendum is limited to the goods and services commonly known as Integrated Business Solutions and associated services.

4. The State of Georgia, State Purchasing Division, reserves the right to narrow or expand the categories of goods and/or services available to be prospectively offered through this Participating Addendum, at its sole discretion, by amendment and/or unilateral written notification to the Contractor, at any time. The State may elect to make the categories of goods and/or services available through the Statewide Contract to be more restrictive than set forth in the Master Agreement by and between Sourcewell and the Contractor.

This Participating Addendum may be used by all State of Georgia governmental entities, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation are solely within the authority of the State of Georgia, Chief Procurement Official.

5. **INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a Participating Entity, that procure products will be treated as if they were individual customers. Except to the extent modified by the State of Georgia Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of this Participating Addendum. Each State agency/entity and political subdivision will be responsible for payment of their own charges, fees, and liabilities and will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.
6. **Primary Contacts:** The primary contact individuals for this participating Addendum are as follows (or their named successors):

a. Contractor

| | |
|-----------|--------------------------------------------|
| Name: | Jett Kuntz |
| Address: | 2999 Wildwood Parkway Atlanta, GA 30339 |
| Telephone | 770-855-2221 |
| Email: | Jett_Kuntz@genpt.com |

b. Participating Entity

| | |
|-----------|----------------------------------------------------------------------|
| Name: | Department of Administration Services, State Purchasing Division |
| Address: | 200 Piedmont Avenue, Ste 1308, West Tower, Atlanta, GA 30334 |
| Telephone | 404-656-0934 |
| Email: | Jim.Barnaby@doas.ga.gov |

7. **CHANGES:** The Master Agreement is modified to incorporate the State of Georgia Participating Addendum with Exhibit 1, Exhibit 2, and Exhibit 3 to the terms and conditions as follows:
 - i. **Payments and Invoice Provisions:** Payment will be made in accordance with applicable State of Georgia accounting procedures upon acceptance by the Agency. The Authorized Users may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Vendors should invoice the ordering agency by an itemized list of charges, purchase order number and/or contract Number should be referenced on each invoice.

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the Contractor in accordance with the payment terms set forth in the Customizable IBS Agreement entered into between the parties. Payments may also be made via a Purchasing Entity's "Purchasing Card." Any transaction fee expense and other related processing fees associated with purchasing card payments shall be mutually agreed upon prior to implementing payment by purchasing card.

All invoices should be forwarded to: Agency Name
Attention: Accounts Payable
Address
City, Georgia Zip Code

- ii. **Purchase Order Instructions:** All purchasing entities issuing valid purchase orders will be bound by the terms and conditions of the Customizable IBS Agreement entered into between the parties and the Sourcewell Master Agreement including the obligation to pay the contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the Sourcewell Master Agreement.
- iii. **Price Agreement Number:** All purchase orders issued by the purchasing entities within the jurisdiction of this Participating Addendum shall include the Sourcewell contract #110520-GPC, agency name, address, name of contact person and phone number. All pricing is ceiling pricing.
- iv. **Orders:** Any order placed by an Authorized User for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Customizable IBS Agreement entered into between the parties.
- v. **Credit:** The Contractor(s) shall not require, propose, or engage in any actions that would lead to any State entity entering into any type of "credit agreement" that would pledge the credit of the State of Georgia.

As authorized by this Participating Addendum, the parties agree as follows:

1. **Service:** NAPA will provide NAPA and Non-NAPA parts, supplies, tools, and equipment to each IBS customer in accordance with the execution of the Customizable IBS Agreement (Exhibit 3). This agreement allows for NAPA and the proposed IBS customer to customize the service to their individual service needs. Each proposed IBS customer/Authorized User will be required to execute a mutually agreed upon Customizable IBS Agreement with NAPA prior to doing business with NAPA. Once executed, the Customizable IBS Agreement becomes an official contract document and the terms and conditions in the Customizable IBS Agreement will supplement the base contract terms and conditions.
 - a. In the event of a conflict between the terms and conditions of the Customizable IBS Agreement and the terms and conditions in the Sourcewell Master Agreement and State of Georgia contract 99999-SPD-SWL20201105, the terms and conditions in the Customizable IBS Agreement will control.
2. **Customized Fleet Supply Chain & Parts Inventory Management, commonly known as Integrated Business Solutions:** NAPA offers its Integrated Business Solutions model to any State Agency, Entity, Local Municipality, or any other State-approved authorized entity that NAPA agrees can support the program volume and requirements.
3. **Current State of Georgia IBS Agreements:** State of Georgia/ NAPA IBS sites, currently operating under the State /NAPA IBS Contract, will remain under the same 7 ½% NAPA Net Profit. These IBS site locations are as follows: Muscogee Schools, Newton Schools, City of Columbus, GDOT Glennville, GDOT Gainesville, GDOT Thomaston, GDOT Atlanta, University of Georgia, Liberty County Schools, Clayton County School District, GDOT Tifton, GDOT Cartersville, GDOT Tennille, City of Marietta, Dekalb County School District, Atlanta Public Schools, Paulding County Schools, Gwinnett County, City of Roswell, Fulton County, Forsyth County Schools.

4. Rollover of Current IBS Agreements: With the customers consent, NAPA may rollover the current NAPA IBS agreements from the previous Statewide Contract number 99999-SPD-G20150610 (Sourcewell GPC061015) to the current and Statewide Contract 99999-SPD-SWL20201105 (Sourcewell Contract #110520-GPC) . This rollover shall be documented with a cover page over the existing agreement that states:

a. "NAPA and (Customer) agree to rollover the terms and conditions of this Statewide Contract number 99999-SPD-G20150610 (Sourcewell GPC061015) to the terms and conditions of the current Sourcewell Agreement Number #110520-GPC/Georgia Statewide Contract Number 99999-SPD-SWL20201105. The term of such rollover shall expire on the expiration or termination of the Statewide Contract.

In the event of termination or expiration of the Sourcewell Master Agreement, this Statewide Contract and all executed IBS Agreements shall continue in effect pursuant to its terms.

SAMPLE

Signed By: NAPA  Date: 1-10-2022

SAMPLE

Signed By: Customer Customer Signature Date:

- 5. **IBS Agreements Not Under State of Georgia Contract:** Any State of Georgia authorized entity, that is not currently under the State of Georgia IBS contract, as reflected in the immediate prior section of this document, may qualify for the program in accordance with the terms of the Sourcewell Master Agreement and the State of Georgia Contract 99999-SPD-SWL20201105. Acceptance is determined by the entity's willingness to participate in the IBS program and the determination of the entity's "qualified status" by NAPA. This determination of "qualified for the IBS program" is based on the results of a cost-free business analysis conducted by NAPA. The analysis will determine whether NAPA can recover all overhead expenses and yield a return of 7.5% net profit. Potential participating authorized entities will be required to furnish NAPA certain business metrics, which include but are not limited to 1) total dollar inventory 2) personnel requirements 3) number and types of vehicles in fleet 4) the percent of obsolete inventory, and 5) hours of operation.
- 6. **Contract Reviews:** NAPA and the State of Georgia DOAS will establish an annual review process to monitor contract activity based on a rolling 12-month sales period.
- 7. **Pricing:** Pricing will be in accordance with the pricing terms and conditions set forth in the Customizable IBS Agreement.
- 8. **Support:** NAPA will provide a dedicated account manager to focus on program participation, marketing and compliance.
- 9. **Marketing:** NAPA will market the IBS services in Trade Shows, NAPA IBS enrollments, updates, communications and other functions needed by the State of Georgia that fall within the scope of this agreement and contracts cited herein.
- 10. **Customized Reporting:** NAPA agrees to submit Quarterly Sales in accordance with the State of Georgia's Quarterly report format. All other reports will be provided per the State's needs to the extent reasonably capable of being produced by NAPA.
- 11. **Notices:** In addition to any other obligations the parties may have regarding notice, all notices or other communications regarding termination, material breach, modification, or audit of this Addendum, or a license covered by this Addendum shall be copied to DOAS at the following address:

Manager, Contracts Management
Department of Administrative Services
State Purchasing Division Georgia
Contracts Management
200 Piedmont Avenue, SE Suite 1308, West Tower Atlanta, GA 30334

12. Periodic Performance/Sales Reports. Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS) shall submit the following management reports to the DOAS identified Contract Administrator and send a copy to Sourcewell. All reports shall be provided by Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS) in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. Sourcewell and/or Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS) agrees to provide all data requested in a flat file format as designated by DOAS' Contract Administrator.

a. Quarterly Sales Reports

Statewide sales by customer account number and type of customer: State Agency, Local Entity or Other, in addition (but not limited) to the following information: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity ordered, list price, unit price, and total spend. Reports will be submitted quarterly in accordance with due dates established in the table in Section 13 below.

b. Ad Hoc Report(s)

Sourcewell and/or Contractor may be required to provide Ad Hoc reports to DOAS from time to time, based on unique data request associated with the sale of products/services awarded under any resultant contract. DOAS will work with the Sourcewell/US Foods to identify the specific informational items needed and the physical format of the report. Such reports will be provided to the extent they are reasonably capable of being generated by Contractor's system.

13. Administrative Fee

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. NAPA agrees to pay DOAS, on a quarterly basis, an administrative fee of one half of one percent (0.5%) of the total net purchases of products (NAPA and Non-NAPA) made by Integrated Business Solutions (IBS) customers through the IBS facilities under this State of Georgia contract (99999-SPD-SWL20201105) (the "DOAS Administrative Fee"). This DOAS Administrative Fee is separate from the requirement(s) from any other awarded State of Georgia Contract to NAPA or Genuine Parts Company. The DOAS Administrative Fee will be paid in the manner provided below in this Section 13.

The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the DOAS Administrative Fee must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

| <i>DOAS' Fiscal Quarters</i> | <i>Months</i> | <i>Contractor's Quarterly Sales Report Due Date</i> | <i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i> |
|-------------------------------------|----------------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <i>Quarter 1</i> | <i>July 1st – September 30th</i> | <i>October 20th</i> | <i>November 15th</i> |
| <i>Quarter 2</i> | <i>October 1st – December 31st</i> | <i>January 20th</i> | <i>February 15th</i> |
| <i>Quarter 3</i> | <i>January 1st – March 31st</i> | <i>April 20th</i> | <i>May 15th</i> |

| Quarter 4 | April 1 st – June 30 th | July 20 th | August 15 th |
|-----------|-----------------------------------------------|-----------------------|--------------------------------------------------------------------------------------|
| ----- | ----- | ----- | 30 calendar days following the termination of this Statewide Contract for any reason |

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit to DOAS by uploading the report file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Billing Address, and Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of the DOAS Administrative Fee to DOAS in response to a DOAS generated invoice, through one of the following methods"

- (i) **For Check payments (least preferred):** Contractor shall remit the check together with the Quarterly Sales Report to:

Department of Administrative Services
 Finance & Administration Division
 200 Piedmont Avenue, S.E. Suite 1820, West Tower
 Atlanta, Georgia 30334-9010

By submission of these reports and corresponding payments, Contractor is certifying their correctness.

- I. Auditing and Contract Close Out. All sales reports and DOAS Administrative Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all DOAS Administrative Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Sourcewell and/or Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS) shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities. Audit results will be based upon overcharges and undercharges being combined to determine the net impact.

In no event shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all DOAS Administrative Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- II. Modifying or Canceling the Fee. Any modification to the DOAS Administrative Fee will be mutually agreed upon between the parties. Upon mutual agreement, such modified fee will be memorialized by an amendment signed by both parties. Should the DOAS Administrative Fee be decreased, Contractor will have the option, in its sole discretion, to pass through any savings to its customers. In addition, DOAS reserves the right, with the prior written 30-day consent of Contractor, to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
- III. Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the DOAS Administrative Fee on or before the Contractor Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue DOAS Administrative Fee at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} & (\text{DOAS Administrative Fee Amount Due}) \times (18\%) = X \times X / 365 \text{ (366 for leap} \\ & \text{years)} = Y \\ & Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

For the purposes of this provision, payment of the DOAS Administrative Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT or credit card payment confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the DOAS Administrative Fees owed, interest shall only be applicable to the portion of the DOAS Administrative Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of DOAS Administrative Fees.

- IV Default. Contractor's RESPONSIBILITY TO COLLECT AND REMIT THE DOAS ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE CONTRACTOR IS HANDLING STATE FUNDS. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default and recovering procurement costs from Contractor in addition to all outstanding DOAS Administrative Fees and interest.

- 14. **Standard Insurance Requirements.** The Contractor shall procure and maintain insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

- a. The Contractor is required to maintain the following insurance coverage's during the term

of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

| | |
|------------------------------------------|------------|
| Bodily injury by accident – per employee | \$100,000; |
| Bodily injury by disease – per employee | \$100,000; |
| Bodily injury by disease – policy limit | \$500,000. |
- 2) Commercial General Liability Policy with the following minimum coverage: Each

| | |
|-----------------------------------------|--------------|
| Occurrence Limit | 1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| General Aggregate Limit | \$ 2,000,000 |
| Products/Completed Ops. Aggregate Limit | \$2,000,000 |
- 3) Automobile Liability:

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|
- 4) Commercial Umbrella Limit \$2,000,000

NAPA shall endeavor to provide that the foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided.

15. **Annual Business Review Meetings:** Contractor must participate in Business Review (BR) meeting with DOAS at least annually. During the BR meetings, the meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The BR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, and strategies to grow sales volume.
16. **Marketing.** The Contractor must agree to implement a marketing plan which address strategies to introduce new Authorized Users to the statewide contract.
17. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
18. **Addendum Certification.** By agreeing to this Addendum, Sourcewell and Contractor understand and agree that the provisions of the Official Code of Georgia Annotated, Sections 45-10, Article 2, Conflicts of Interest et seq. have not been violated and will not be violated in any respect.

Exhibit 1: State of Georgia Statewide Standard Contract Form

| | | |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------|
| Solicitation Title Customized Fleet Supply Chain & Parts Inventory Management (Integrated Business Solutions) | Solicitation Number Sourcewell # 110520-GPC | Contract Number 99999-SPD-SWL20201105 |
|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------------------------------|

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS) (hereafter called Contractor)

2. Contract to Begin: 03/01/2022 Date of Completion: 12/29/2024 Renewals: Extension and Rollover Clauses available: See Section B.2 below

3. Performance Bond, if any: N/A Other Bonds, if any: N/A

4. Authorized Person to Receive Contract Notices for Agency: Eric Mercier, Eric.Mercier@doas.ga.gov Authorized Person to Receive Contract Notices for Contractor: Peter Purpura, Peter.Purpura@genpt.com

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

| |
|----------------------------------------------------------------|
| This Participating Addendum with: |
| Exhibit 1: Statewide Contract for Goods and Ancillary Services |
| Exhibit 2: Sourcewell Master Agreement |
| Exhibit 3: Customizable IBS Agreement |

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. **Contractor**

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS)

| | |
|-------------------------------|--------------------------|
| By (Authorized Signature) | Date Signed 1-10-2022 |
|-------------------------------|--------------------------|

Printed Name and Title of Person Signing
Art Fischer, Southeast Division Vice President, Genuine Parts Company

Address
2999 Wildwood Parkway, Atlanta, GA 30339

8. **Agency**

Agency Name
Department of Administrative Services

| | |
|-------------------------------|-------------------------|
| By (Authorized Signature) | Date Signed 2/4/2022 |
|-------------------------------|-------------------------|

Printed Name and Title of Person Signing
Jim Barnaby, Deputy Commissioner, State Purchasing Division, Department of Administrative Services

Address
200 Piedmont Avenue, Ste 1308, West Tower, Atlanta GA 30334

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1 to Exhibit 1
Contract Terms and Conditions for Goods and Ancillary Services**

A. DEFINITIONS AND GENERAL INFORMATION OF EXHIBIT 1

1. Definitions. The following words shall be defined as set forth below:

- (i) **“Agency”** means the Department of Administrative Services of the State of Georgia.
- (ii) **“Awarded Item Schedule”** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **“Contract”** or **“Statewide Contract”** means the agreement between the Parties as defined by the Participating Addendum and Statewide Contract Form and their incorporated documents.
- (iv) **“Contractor”** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **“Purchase Instrument”** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **“Response”, “Contractor’s Response” or “Final Response”** means the Contractor’s submitted response to the RFP, including any modifications or clarifications accepted by the Sourcewell.
- (vii) **“RFP”** means all documents incorporated in the Sourcewell Request for Proposal, (and any amendments or addenda thereto and Contractor’s Response.) specifically identified in the Statewide Contract Form or Participating Addendum that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (viii) **“State”** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (ix) **“Statewide Contract Form”** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFP, Contractor’s Response to the RFP, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFP requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor’s objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **“User Agency” or “User Agencies”** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor’s forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFP and this participating Addendum. In addition, unless otherwise provided in the RFP, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor’s performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency’s election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension/Rollover.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor and Sourcewell, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services. In the event Sourcewell rebids the Sourcewell Master Agreement, the Agency may, execute an Amendment that will Rollover the terms of this Participating Agreement to the new Sourcewell contract until such time that a Participating Addendum has been agreed upon. In the event of termination or expiration of the Sourcewell Master Agreement, this Statewide Contract shall continue in effect pursuant to its terms.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFP and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response that are within the scope of this Addendum.

2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFP or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** Pricing and payment terms are set forth in each Customizable IBS Agreement (as defined above). The parties agree that Contractor's pricing profile will remain firm with the pricing plan achieving a seven and a half percent (7.5%) net profit for Contractor, but prices on individual products will increase and decrease throughout the term of the Statewide Contract and Customizable IBS Agreement. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** Invoicing terms are set forth in each Customizable IBS Agreement. If applicable, and unless the Customizable IBS Agreement provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Customizable IBS Agreement at the billing address specified in the Customizable IBS Agreement. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in accordance with the terms of the Customizable IBS Agreement.

The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract (provided that Contractor may pass through certain charges, identified in Section 7, Pricing Option #2, Subparagraph (b) of the Customizable IBS Agreement, in the event the User Agency elects pricing option #2 of the Customizable IBS Agreement).

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor and such failure or violation is not cured within thirty (30) days following receipt of written notice thereof;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party provided, however, that Contractor shall not be in default should any product supplied hereunder infringe any third party intellectual property right as Contractor is a distributor of products only.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following sixty (60) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor provided, however, that the parties shall remain obligated for their respective obligations and liabilities incurred prior to the effective date of termination. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument as well as any other undisputed amounts due and owing to Contractor. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract. The "CUSTOMER" remains liable for such costs and expenses, prior to the termination date, agreed to in the Customizable IBS Agreement.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall always remain the property of the State. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, and agents (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach by Contractor of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of NAPA branded goods to comply with applicable specifications, express warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the NAPA branded goods or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the NAPA branded goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's negligent performance or attempted negligent performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right. This obligation would not apply to non-NAPA branded goods provided by Contractor under the Contract; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund (“the Fund”), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned or represented to be owned by Contractor but cannot provide a direct copyright, trademark or patent indemnity for the products supplied pursuant to the contract, as Contractor does not manufacture the products. Contractor can agree to use reasonable commercial efforts to assist the State in processing any infringement claim against the applicable manufacturer.
5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the Customizable IBS Agreement and the Statewide Contract.

I. BONDS

Not Applicable.

J. WARRANTIES

1. **Warranties.** Contractor shall provide the warranties as specified in the Customizable IBS Agreement.
2. **Conformity with Contractual Requirements.** The Contractor will use commercially reasonable efforts to ensure that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
3. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
4. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.

5. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien. Title to any supplies, materials, or equipment shall remain in the Contractor until delivered to the User Agencies.
6. **Industry Standards.** The Contractor will use commercially reasonable efforts to ensure that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
7. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFP. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
8. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

Contractor agrees to use commercially reasonable efforts in identifying and promptly notifying the State in writing of any recalls or other similar safety related announcements or disclosures that relate to or affect any of the products sold hereunder, and Contractor shall provide such reasonable assistance as the State may request in connection with contacting the applicable manufacturer and obtaining any replacement, refund, repair or other relief to which the State may be entitled in connection with or as a result of such recall or other safety related announcement or disclosure.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions and the terms and conditions set forth in the attachments included on the Statewide Contract Form above, any inconsistency or conflict shall be resolved as indicated in Paragraph 31 of the Customizable IBS Agreement.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFP and the Contractor's Response. The failure of the parties to make reference to the terms of the RFP or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including Federal, State, and local food safety laws and requirements and without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business

permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. Amendments. The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. Additional Party Beneficiaries. There are no additional party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State, Sourcewell and the Contractor.

7. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

- 8. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to either party shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

- 9. Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- 10. Use of Third Parties.** Except as noted within or may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
- 11. Integration.** The Statewide Contract made up of this Participating Addendum, the Master Agreement and Customizable IBS Agreement, including all solicitation documents and inclusive of the Contractor's response represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the these documents.

- 12. Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived here from. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages provided, however, that Contractor will be reimbursed by the State or User Agency for certain costs incurred by Contractor, including workers' compensation insurance and payment of wages, if mutually agreed upon in the Customizable IBS Agreement. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
- 14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

 - (i) At the time it is received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

 - (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Audit results will be based upon overcharges and undercharges being combined to determine the net impact. If the audit results in a net overcharge, Contractor will issue a check to the State equal to the net overcharge amount. In the event that the audit reveals a net overcharge of ten percent (10%) or more than the total amount that should have been invoiced during the audit period, then Contractor shall reimburse the State for the reasonable costs of the audit. Otherwise, all costs

and expenses related to any audit will be borne solely by the State. Evidence of criminal conduct will be turned over to the proper authorities.

- 24. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to distribute goods under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 29. Taxes.** Each User Agency will pay itemized, correctly-stated government-imposed taxes for all products and services sold and provided under a Customizable IBS Agreement to such User Agency, unless the User Agency is exempt from paying any such taxes and provides Contractor with a valid tax exemption certificate evidencing such exemption. Contractor will then remit to the applicable taxing authority the amount of any such non-exempt taxes collected from the User Agencies. A User Agency shall not, however, be responsible for any taxes imposed on, or with respect to, Contractor's income, revenue or gross receipts.
- 30. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
- 31. Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract. For the avoidance of any doubt, the term "subcontractor" as used herein and

throughout this Statewide Contract shall specifically exclude all third party suppliers and manufacturers of the products and all third party delivery service providers (i.e. UPS and FedEx).

- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 33. Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation that are reasonably intended by their nature to survive termination, expiration or conclusion of the Statewide Contract, will survive the termination, expiration or conclusion of the Statewide Contract.

- 34. Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

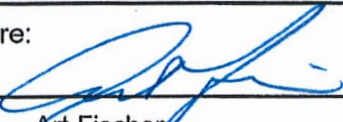
- 35. Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

- 36. Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State; provided that, to the extent permitted by law, the foregoing shall exclude the individual salary and wage information of Contractor's employees and the prices on individual parts provided to User Agencies under a Customizable IBS Agreement, as well as other non-public and confidential information of Contractor and its software. To the extent permitted by contract, the Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor; provided, however, that Contractor will not be obligated to transfer or assign its proprietary TAMS (Total Automotive Management System) or any other proprietary software or system. Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other Contractor.

End of Exhibit 1.

Entire Agreement. This Participating Addendum, including all Exhibits and documents incorporated hereunder or attached, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to the Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

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

| |
|----------------------------------------------------------------------------------------------|
| a. Contractor: Genuine Parts Company d.b.a. NAPA Integrated Business Solutions (IBS) |
| Signature:  |
| Name: Art Fischer |
| Title: Vice President, Southeast Division Genuine Parts Company |
| Date: 1-10-2022 |


| |
|--------------------------------------------------------------------------------------------------|
| b. Participating Entity: STATE OF GEORGIA |
| Signature  |
| Name: Jim Barnaby |
| Title: Deputy Commissioner, State Purchasing Division, Department of Administrative Services |
| Date: 2/4/2022 |

EXHIBIT 2
SOURCEWELL MASTER AGREEMENT

See attached.

EXHIBIT 3
CUSTOMIZABLE IBS AGREEMENT Template

See attached.