

PARTICIPATING ADDENDUM

AUTOMOTIVE PARTS AND SUPPLIES

Master Agreement #: R-LD-23013-01

Contractor: Advance Stores Company Incorporated dba Advance Auto Parts

Participating Entity: State of Iowa

The following products or services are included in this contract portfolio: Automotive Parts and Supplies

Master Agreement Terms and Conditions:

1. Scope: This addendum covers Omnia Partner contract # R-LD-23013-01 Automotive Parts & Accessories for Light, Medium and Heavy-Duty Vehicles and Related Products and Services for use by state agencies and other entities located in the Participating State (all fifty states) authorized by that State's statutes to utilize State contracts with the prior approval of the State of Iowa Chief Procurement Officer.
2. Participation: This Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer. Advance Auto Parts supply Automotive Parts and accessories for Light, Medium, and Heavy-Duty Vehicles and Related Products and services. They are ready to serve the Participating state across the United States through their robust network of participating dealerships and parts distribution centers.
3. Terms: The State of Iowa anticipates that the term of any resulting contract(s) will be five (5) years. Up to four two-year extensions may be offered based on the best interests of the State of Iowa.
1. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Advance Stores Company Inc. dba Advance Auto Parts
Address:	4200 Six Forks Road, Raleigh, NC 27609
Telephone:	954-383-2369
Fax:	919-301-4079
Email:	omnia@advance-auto.com

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Participating Entity

Name:	State of Iowa – Department of Administrative Services
POC:	Rick Tucker
Address:	1305 E Walnut Street, Des Moines, IA 50319
Telephone:	515-360-9912
Email:	rick.tucker@iowa.gov

1. Participating Entity Modifications or Additions to The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE

- a. **Quarterly Sales Report.** The Contractor must keep a record of the purchases made by the State of Iowa pursuant to the Contract and submit a report to the Agency on a quarterly basis. The report must identify all Iowa State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor must submit quarterly reports via email to the State of Iowa Contract Manager.

Quarterly Reporting Schedule – based on
calendar year

Quarter 1 Jan 1 – Mar 31 (Due Apr 30)

Quarter 2 Apr 1 – Jun 30 (Due July 31)

Quarter 3 Jul 1 – Sep 30 (Due Oct 31)

Quarter 4 Oct 1 – Dec 31 (Due Jan 31)

- b. **Administrative Fee.** Without affecting the approved Goods prices or discounts specified in the Omnia Partner contract # R-LD-23013-01 Automotive Parts & Accessories for Light, Medium and Heavy-Duty Vehicles and Related Products and Services, the Contractor shall submit to the State of Iowa a **one percent (1.00%)** administrative fee on all sales made within the State of Iowa against this agreement. The administration fee is to be paid quarterly by the Contractor directly to the State of Iowa, made payable to the Iowa Department of Administrative Services.

There are two (2) payment options available to submit quarterly administrative fees to the State of Iowa:

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- i. By check made payable to "Iowa Department of Administrative Services" mailed to:
State of Iowa – DAS/Central Services
Enterprise Attention: DAS – Finance
1305 East Walnut Street, 3rd Floor Des Moines, IA 50319
Des Moines, IA 50319
- ii. Online by credit/debit card (MasterCard, Visa, Discover, or American Express) or ACH/e-check (an electronic version of a paper check processed using a checking or savings account). The online payment system is available 24 hours a day, 7 days a week.
 - a. Credit Card Fees: \$1.50 processing fee plus 2.5% of total
 - b. ACH/e-check Fees: \$1.50 processing fee plus \$1.50 ACH/e-check fee

Link to pay State of Iowa contract administrative fees:

<https://ia.accessgov.com/das-procurement-admin/Forms/Page/das-procurement-admin/das-vendor-fees/>

c. Payment Terms

Payment for completion of a contract order is normally made within 60 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. The Contractor shall submit an invoice for Deliverables rendered in accordance with this Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code § 8A.514.

d. Affirmative Action

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are illegal under federal or state law. The Contractor, its employees, agents, and subcontractors shall make every reasonable effort to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under the Contract, including without limitation, laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 "Iowa Civil Rights Act of 1965" and section 19B.7 "State contracts and services – state-assisted programs – responsibilities of department of administrative services – regents") and the use of targeted small businesses as subcontractors and suppliers.

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e. Certificate of Liability Insurance

The Contractor shall furnish the Participating Entity with a current Certificate of Liability Insurance indicating the following insurance coverages which may be provided by Contractor via either policies of insurance or as a self-insurer:

<i>Type of Insurance</i>	<i>LIMIT</i>	<i>AMOUNT</i>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) used or operated by the Contractor written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

The Contractor shall send an updated COI to the Participating Entity's Contract Manager prior to expiration of the current COI for the duration of the Participating Addendum and any renewal periods.

f. Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Participating Addendum without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Participating Addendum shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Participating Entity.

g. Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Participating Addendum in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

h. Tax Exemption



The State of Iowa is sales tax exempt within the state of Iowa. Invoices should not contain sales tax for services purchased in the state of Iowa.

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2. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Contracts.
3. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
4. Contractor understands that by entering into this Participating Addendum, it is subject to the Master Agreement and the State of Iowa Terms and Conditions.

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

Participating Entity: State of Iowa	Contractor: Advance Stores Company Inc dba Advance Auto Parts
Signature:  <small>Rick Tucker (May 30, 2024 10:46 CDT)</small>	Signature:  <small>Todd Sanders (May 30, 2024 11:45 EDT)</small>
Name: Rick Tucker	Name: Todd Sanders
Title: Purchasing Agent	Title: SVP, Professional
Date: May 30, 2024	Date: May 30, 2024

Provided the Business Unit is satisfied with the terms and conditions, this agreement has been approved as to form by the AAP Legal Department.

By:



Date: May 29 2024









Advance Auto PA

Final Audit Report

2024-05-30

Created:	2024-05-30
By:	Rick Tucker (rick.tucker@iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbfY8B4oK5N4QUXSFRDmNdwCuZTu0zZh

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