

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 17

In the County Commission of said county, on the 8th day of June 20 17

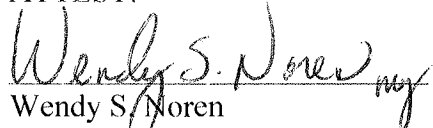
the following, among other proceedings, were had, viz:

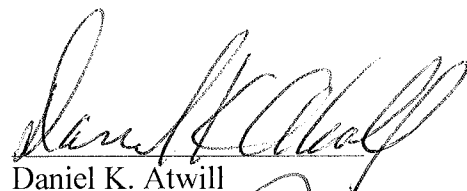


Now on this day the County Commission of the County of Boone does hereby approve the utilization of the U. S. Communities Cooperative Contract 2017000280 to purchase auto parts and accessories from Advance Stores Company, Inc.

The terms of the Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 8th day of June, 2017

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

262-2017

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: May 30, 2017
RE: Cooperative Contract: 2017000280 – Auto Parts and Accessories

Public Works requests permission to utilize the U.S. Communities cooperative contract 2017000280 to purchase auto parts and accessories from Advance Stores Company, Incorporated.

This is a term and supply contract and will be paid from department 2040 – PW Maintenance Operations, account 60200 – Equipment Repairs/Maintenance and 59100 Vehicle Repairs/Maintenance.

cc: Greg Edington, PW
Contract File

**PURCHASE AGREEMENT FOR
Auto Parts and Accessories**

THIS AGREEMENT dated this 8th day of June, 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Advance Stores Company, Incorporated d.b.a. Advance Auto Parts** herein "Vendor."

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Auto Parts and Accessories** in compliance with all bid specifications and any addendum issued for the U.S. Communities Contract **2017000280**, issued by the City of Charlotte, North Carolina and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the cooperative contract may be permanently maintained in the County Purchasing Office and/or U.S. Communities file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the U.S. Communities/City of Charlotte contract and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with auto parts and accessories per the discount structure outlined in the U.S. Communities attached contract.

3. **Contract Duration** - This agreement shall commence on **date written above and extend through December 31, 2020** subject to the provisions for termination specified below. Contract may be renewed by order of the County for two (2) additional two year periods.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201 and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Advance Stores Company, Incorporated
d.b.a. **Advance Auto Parts**

by [Signature]
title SVP Advance Professional

BOONE COUNTY, MISSOURI

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]
Signature by ag

5/30/17
Date

No Encumbrance Required
2040 / 60200 / 59100 Term & Supply
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

CONTRACT NO. 2017000280

**CONTRACT TO PROVIDE
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of January 2017 (the "Effective Date"), by and between Advance Stores Company, Inc. a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

STATEMENT OF BACKGROUND AND INTENT

- A. The City issued An Invitation to Bid (ITB Number 269-2016-070) dated June 8, 2016 requesting Bids from qualified firms to provide the City and other Participating Public Agencies with Auto Parts and Accessories and Related Products and Services hereafter referred to as ("Products"). This Invitation to Bid, together with all attachments and any amendments, is referred to herein as the "ITB".
- B. The Company submitted a Bid in response to ITB #269-2016-070 on June 18, 2016. This Bid, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Bid."
- C. The City awarded this Contract on September 12, 2016 to Company to provide Auto Parts and Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.
- D. The City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries General Parts, CARQUEST Auto Parts, Advance Auto Parts, WorldPac, Auto Parts International, Straus-Frank Enterprises and Golden State Supply) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

A G R E E M E N T

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:

Exhibit A: Pricing Sheets

Exhibit B: Specifications

Exhibit C: Bid Response Forms

Exhibit D: U.S. Communities Administration Agreement

Each reference to the Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract. Each reference to Advance Stores Company, Inc. in the Exhibits and Appendices shall be deemed to mean the Company.

2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits):

2.1 **EFFECTIVE DATE.** The term "Effective Date" refers to the effective date identified in the first paragraph of this Contract.

2.2 **PRODUCTS.** The term "Products" shall mean Automotive Parts and Accessories for Light, Medium and Heavy Duty Vehicles and Related Products and Services and all other related items the Company agreed to provide to the City in its Bid.

2.3 **SERVICES.** The term "Services" shall include all Services that the Company agreed to provide to the City in its Bid.

3. **TERM.** The initial term of this Contract will be for three (3) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the Contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services.

4.2 **Placement of Orders:** All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the Bid statutes, and provided the City is authorized by law to make such purchases without a formal Bid process.

6. **DOCUMENTATION:** The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the Specifications at the unit prices set forth in Exhibit A. This amount constitutes

the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit C. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. PRICE ADJUSTMENT.

8.1 The price(s) stated in this Contract shall not increase for the first year term of the Contract. The prices shall also not increase during the two (2) additional two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to Bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating

environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov. Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Fleet Management)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;
 - 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
14. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
- 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
- 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the Products and Services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
15. **COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
16. **DELIVERY TIME:** When delivery time is requested in the ITB, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
17. **QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.
- Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.
18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 5 of this ITB.

19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
- 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
- 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).
- 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of Products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.
- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this

Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

- 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition Services that the Company shall perform if requested by the City include but are not limited to:
- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition Services plan to facilitate the termination of the Services; and
- 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
- 28.8.3 Performing the transition Service plan activities;
- 28.8.4 Answering questions regarding the Products and Services on an as-needed basis; and
- 28.8.5 Providing such other reasonable Services needed to effectuate an orderly transition to a new system.
29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Company for any damages arising from delay, whether caused by the City or not.

30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple Contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent Contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. **INDEMNIFICATION:** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent Contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.
33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance Company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

- (B) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, Services, completed operations, personal injury liability and Contractual liability assumed under the indemnity provision of the Contract.
- (C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or Services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring Company. All insurance certificates must include the City of Charlotte's Contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **NON-DISCRIMINATION.** The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). The Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, marital status, familial status, sexual orientation, gender identity, gender expression, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City Contract or Contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City Contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause

shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City Contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City Contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply Contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy as set forth in Section 2, Article V of the City Code, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Contract and may result in Contract termination, disqualification of the Company from participating in City Contracts and other sanctions.

The Company further agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format provided by the City.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte Service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
 - a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel do not meet the background qualifications, he/she shall not be assigned to perform Services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **RESERVED.**

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Laura Payne	Karen Ewing
Advance Stores Company, Inc.	Procurement Management Division
2635 E. Millbrook Rd.	600 East Fourth Street
Raleigh, NC 27604	Charlotte, NC 28202
Phone: 919.573.3004	Phone: 704.336.2992
Fax: 919.301.4079	Fax: 704.632.8254
E-mail: laura.payne@advance-auto.com	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime Contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
41. **MISCELLANEOUS**
- 41.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

- 41.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 41.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 41.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 41.8 constitutes an assignment.
- 41.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 41.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 41.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 41.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by Contract or otherwise.
- 41.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

- 41.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 41.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 41.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- | | |
|-------------|---|
| Section 3 | "Term" |
| Section 4.3 | "Employment Taxes and Employee Benefits" |
| Section 13 | "General Warranties" |
| Section 14 | "Additional Representations and Warranties" |
| Section 22 | "Guarantee" |
| Section 27 | "Other Remedies" |
| Section 28 | "Termination" |
| Section 33 | "Insurance" |
| Section 34 | "Indemnification" Principal Contacts" |
| Section 41 | "Miscellaneous" |
| Section 42 | "Confidentiality" |
- 41.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 41.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 41.15 IRAN DIVESTMENT ACT. Company warrants and certifies that as of the Effective Date, Company is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. The person signing this Contract certifies that he or she is authorized by Company to make the foregoing certification. Company further agrees that it will not utilize on this Contract any subcontractor that is identified on the Final Divestment List.
- 41.16 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE. As permitted under the rule published at 80 FR 54407, the City of Charlotte is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).

This section shall constitute the documentation of this decision as required, and shall be deemed incorporated into our internal procurement policies

42. CONFIDENTIALITY.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, Contractors or licensors which falls within any of the following general categories:

- 42.1.1 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, Contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new Products or Services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.1.2 Information of the City or its suppliers, Contractors or licensors marked "Confidential" or "Proprietary."
- 42.1.3 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.1.4 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.1.5 Citizen or employee social security numbers collected by the City.
- 42.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.1.7 Local tax records of the City that contains information about a taxpayer's income or receipts.
- 42.1.8 Any attorney / client privileged information disclosed by either party.
- 42.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.1.10 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.1.11 Building plans of city-owned buildings or structures, as well as any detailed security plans.
- 42.1.12 Billing information of customers compiled and maintained in connection with the City providing utility Services
- 42.1.13 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b)

the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

- 42.2 RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 42.2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - 42.2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
 - 42.2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 42.2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - 42.2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
 - 42.2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 42.2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - 42.2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - 42.2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and

its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

- 42.3.1 Was already known to Company prior to being disclosed by the City;
- 42.3.2 Was or becomes publicly known through no wrongful act of Company;
- 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
- 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
- 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

43. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.


An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

ADVANCE STORES COMPANY, INC.

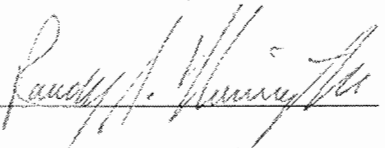
BY: 

PRINT NAME: Robert A. Wheeler

TITLE: SVP Commercial

DATE: 9-1-16

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE:

BY: 

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 9/17/16

CITY OF CHARLOTTE:
OFFICE OF RISK MANAGEMENT:

BY: 

PRINT NAME: Christee Gibson

TITLE: Dis Mgr

DATE: 9/15/14

EXHIBIT A

**EXHIBIT A
PRICING SHEET**

The following Pricing Sheets are an Exhibit to and is incorporated into the Contract to Provide **AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES** (the "Contract") between the City of Charlotte and Advance Stores Company, Inc.

5. PRICING SHEET

ITB # 269-2016-070, AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

The undersigned proposes to furnish the following items in strict conformance to the Bid specifications and Bid invitation issued by the City of Charlotte for this Bid. Any exceptions are clearly marked in the Required Form – Section 6, Form 3.

BIDS ARE DUE NO LATER THAN 2:00 P.M. EDT, JULY 13, 2016

Pricing: Per Section 5.4, the Lead Public Agency is requesting (1) a fixed percentage discount for all Product Categories included below; (2) Unit prices for all Products listed in **Attachment 1 – City Market Basket** in Excel format; and (3) Unit prices for all Products listed in **Attachment 2 – National Market Basket** in Excel format; and (4) a Complete price list of all Products and Services offered by the Bidder.

ITEM	PRODUCT CATEGORY	VERIFIABLE PRICE LIST (Current Retail Price List Number or ID)	PERCENTAGE (%) DISCOUNT FOR ENTIRE CATEGORY (All Brands)
1	Batteries	Retail List (P3) dated 7/1/16	33%
2	Filters	Retail List (P3) dated 7/1/16	65%
3	Brake Systems	Retail List (P3) dated 7/1/16	35%
4	Paint and Body Repair	Retail List (P3) dated 7/1/16	8%
5	Ignition/Emission	Retail List (P3) dated 7/1/16	34%
6	Cooling System	Retail List (P3) dated 7/1/16	15%
7	Ride Control, Chassis and Steering	Retail List (P3) dated 7/1/16	26%
8	Driveline	Retail List (P3) dated 7/1/16	14%
9	Automotive Hardware & Engine Parts	Retail List (P3) dated 7/1/16	15%
10	Exhaust	Retail List (P3) dated 7/1/16	20%
11	Bearings, Seals, Hub Assemblies	Retail List (P3) dated 7/1/16	27%
12	Starters & Alternators	Retail List (P3) dated 7/1/16	25%
13	Climate Control	Retail List (P3) dated 7/1/16	13%
14	Heavy Duty Parts	Retail List (P3) dated 7/1/16	8%
15	Engines/Equipment	Retail List (P3) dated 7/1/16	5%
16	Chemicals	Retail List (P3) dated 7/1/16	8%
17	Accessories & Miscellaneous	Retail List (P3) dated 7/1/16	8%

Discounts must include all equipment, labor, delivery, installation, consultation, vendor profit, and all other associated costs. No additional cost will be allowed.

Section Six
Required Forms

Bidders are required to organize the information requested in this ITB in accordance with the format outlined above. Failure of the Bidder to organize the information required by this ITB as outlined may result in the City of Charlotte, at its sole discretion, deeming the Bid non-responsive to the requirements of this ITB. The Bidder, however, may reduce the repetition of identical information within several sections of the Bid by making the appropriate cross-references to other sections of the Bid. Appendices for certain technical or financial information may be used to facilitate Bid preparation.

Bid Content.

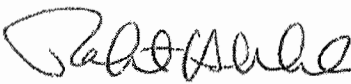
1. **Cover Letter.**
The Bid must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Bidder. The cover letter shall provide the name, address, telephone and facsimile numbers of the Bidder along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to Contract with the City of Charlotte. The cover letter shall present the Bidder's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.
2. **Executive Summary.**
The Bidder shall submit an executive summary, which outlines its Bid, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Bid that make it superior or unique in addressing the needs of the City of Charlotte. Executive Summary for City of Charlotte USC bid.doc
3. **Required Forms.**
To be deemed responsive to this ITB, Bidders must complete in detail, all Bid Forms included in Section 6, Section 7, and all Attachments.

Payment Terms: Net 30

Delivery After Receipt of Order: Usually within an hour

The undersigned hereby certifies the Bidder has read the terms of this Bid document, including the sample Contract (Section 5) and is authorized to bind the firm to the information herein set forth.

Date: 7-11-16 Legal Name of Bidder: Advance Stores Company Inc.

By:  Robert A. Wheeler, SVP Commercial
Signature Name and Title of Person Signing (PLEASE PRINT)

DISCOUNTS EFFECTIVE THROUGH 6-30-17 AND MAY BE ADJUSTED THEREAFTER IN ACCORDANCE
WITH THE MASTER U.S. COMMUNITIES CONTRACT

<i>Product Group</i>	Product Department	Product Class	Product Subclass	Discount Off Retail
Group #1 Batteries				
<i>Batteries</i>	BATTERY ACCESSORIES	CHARGERS, TERMINALS, CABLES		-33%
<i>Batteries</i>	AUTOMOTIVE BATTERIES	PREMIUM (PLATINUM)		-33%
<i>Batteries</i>	AUTOMOTIVE BATTERIES	BEST (GOLD)		-33%
<i>Batteries</i>	AUTOMOTIVE BATTERIES	BETTER (SILVER)		-33%
<i>Batteries</i>	AUTOMOTIVE BATTERIES	GOOD (AUTOMOTIVE)		-33%
<i>Batteries</i>	OTHER BATTERIES	SPECIALTY, FARM, GOLD, LAWN & GARDEN, MARINE, POWER SPORTS, WHEEN CHAIR		-33%
<i>Batteries</i>	SPECIALTY BATTERIES			-33%

Group #2 Filters				
<i>Air Filters</i>	CABIN AIR FILTERS	PREMIUM		-25%
<i>Air Filters</i>	CABIN AIR FILTERS	STANDARD		-25%
<i>Air Filters</i>	CABIN AIR FILTERS	ECONOMY		-25%
<i>Air Filters</i>	PREMIUM GRADE AIR FILTERS			-65%
<i>Air Filters</i>	PERFORMANCE AIR FILTERS			-65%
<i>Air Filters</i>	STANDARD GRADE AIR FILTERS			-57%
<i>Air Filters</i>	ECONOMY GRADE AIR FILTERS			-65%
<i>Oil Filters</i>	PREMIUM GRADE OIL FILTERS			-65%
<i>Oil Filters</i>	PERFORMANCE OIL FILTERS			-65%
<i>Oil Filters</i>	STANDARD GRADE OIL FILTERS			-65%
<i>Oil Filters</i>	ECONOMY GRADE OIL FILTERS			-45%
<i>Other Filters</i>	FUEL FILTERS			-65%
<i>Miscellaneous Filters</i>	AGRICULTURAL, PCV VALVES & BREATHER			8%
<i>Other Filters</i>	TRANSMISSION FILTERS			-65%
<i>Other Filters</i>	FILTER ACCESSORIES			-65%

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Group #3 Brake Systems

<i>Brakes - Drums and Rotors</i>	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors Specialty	-35%
<i>Brakes - Drums and Rotors</i>	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors Better	-35%
<i>Brakes - Drums and Rotors</i>	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors - Frontline	-45%
<i>Brakes - Drums and Rotors</i>	BRAKE ROTORS & DRUMS	Drums	Brake Drums Better	-35%
<i>Brakes - Hardware</i>	BRAKE HARDWARE	BRAKE COMPONENTS	WEAR SENSORS	-35%
<i>Brakes - Hardware</i>	BRAKE HARDWARE	BRAKE LINES		-35%
<i>Brakes - Hydraulics</i>	BRAKE HYDRAULICS	Brake Calipers		-35%
<i>Brakes - Hydraulics</i>	BRAKE HYDRAULICS	BRAKE HOSES, MASTER CYLINDERS, CABLES		-35%
<i>Brakes - Hydraulics</i>	BRAKE BOOSTERS	Brake Booster		-35%
<i>Brakes - Friction, Pads & Shoes</i>	BRAKE PADS	Brake Pads Premium		-35%
<i>Brakes - Friction, Pads & Shoes</i>	BRAKE PADS	Brake Pads Best		-35%
<i>Brakes - Friction, Pads & Shoes</i>	BRAKE PADS	Brake Pads Better		-35%
<i>Brakes - Friction, Pads & Shoes</i>	BRAKE PADS	BRAKE PADS GOOD		-35%
<i>Brakes - Friction, Pads & Shoes</i>	BRAKE SHOES	Brake Shoes Best		-35%

Group #4 Paint and Body Repair

<i>Paint & Chemicals</i>	GENERAL PURPOSE			-8%
<i>Paint & Chemicals</i>	PAINT & BODY REPAIR CHEMICALS			-8%
<i>Paint & Chemicals</i>	BULK & PROFESSIONAL			-8%
<i>Paint & Chemicals</i>	TOUCH UP			-8%
<i>Paint & Chemicals</i>	SPECIALTY PAINT			-8%
<i>Paint & Chemicals</i>	PRIMER			-8%
<i>Paint & Chemicals</i>	PAINT COATINGS			-8%
<i>Paint & Chemicals</i>	MISCELLANEOUS PAINT			-8%
<i>Paint & Chemicals</i>	COMMERCIAL PAINT			-8%
<i>Body Repair/Tools</i>	TAPE & ADHESIVES			-8%
<i>Body Repair/Tools</i>	ABRASIVES			-35%
<i>Body Repair/Tools</i>	BODY FILLERS			-35%
<i>Body Repair/Tools</i>	SPECIALTY REPAIR			-35%
<i>Body Repair/Tools</i>	BODY TOOLS/ACCESSORIES			-35%
<i>Body Repair/Tools</i>	FIBERGLASS REPAIR			-35%
<i>Body Repair/Tools</i>	BODY TRIM & MOLDING			-35%

DISCOUNTS EFFECTIVE THROUGH 6-30-17 AND MAY BE ADJUSTED THEREAFTER IN ACCORDANCE
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<i>Body Repair/Tools</i>	WEATHERSTRIPPING			-35%
<i>Body Repair/Tools</i>	COMMERCIAL BODY REPAIR			-35%

Group #5 Ignition/Emission

<i>Ignition/Emission - Air Injection & O2 Sensors</i>	OXYGEN SENSORS	DIRECT FIT		-34%
<i>Ignition/Emission - Air Injection & O2 Sensors</i>	OXYGEN SENSORS	UNIVERSAL		-34%
<i>Ignition/Emission - Air Injection & O2 Sensors</i>	AIR INJECTION SYSTEM	SMOG & VACUUM PUMPS		-34%
<i>Ignition/Emission - Electrical Components</i>	ENGINE COMPUTER CONTROLS			-15%
<i>Ignition/Emission - Electrical Components</i>	VOLTAGE REGULATORS			-15%
<i>Ignition/Emission - Electrical Components</i>	SWITCHES & RELAYS			-18%
<i>Ignition/Emission - Emission Sensors & Valves</i>	SENSORS, VALVES & TRANSMITTERS	Valves, TPMS		-22%
<i>Ignition/Emission - Fuel Injection Components</i>	FUEL INJECTION PARTS			-15%
<i>Ignition/Emission - Fuel Systems</i>	CARBURETORS			-15%
<i>Ignition/Emission - Fuel Systems</i>	FUEL PUMPS			-15%
<i>Ignition/Emission - Fuel Systems</i>	GAS TANKS			-15%
<i>Ignition/Emission - Ignition Components</i>	IGNITION CAPS & ROTORS			-15%
<i>Ignition/Emission - Ignition Components</i>	IGNITION COILS & MODULES			-18%
<i>Ignition/Emission - Ignition Components</i>	DISTRIBUTORS			-10%
<i>Ignition/Emission - Wire</i>	WIRESSETS/COIL BOOTS			-20%
<i>Ignition/Emission -Spark Plugs</i>	SPARK PLUGS			-10%

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Group #6 Cooling Systems

<i>Cooling System - Parts & Components</i>	BELT SYSTEMS	Belts - Serpentine		-33%
<i>Cooling System - Parts & Components</i>	BELT SYSTEMS	Belts - V		-34%
<i>Cooling System - Radiators</i>	RADIATORS			-15%
<i>Cooling System - Radiators</i>	WATER PUMPS & HARDWARE			-15%
<i>Cooling System - Radiators</i>	RADIATOR FAN ASSEMBLIES			-15%
<i>Cooling System - Parts & Components</i>	FANS & COOLERS			-18%
<i>Cooling System - Parts & Components</i>	THERMOSTATS & HOUSINGS	THERMOSTATS		-14%
<i>Cooling System - Parts & Components</i>	BELT SYSTEMS	BELT HARDWARE		-23%
<i>Cooling System - Parts & Components</i>	BELT SYSTEMS	Miscellaneous Belts	INDUSTRIAL, FHP, SPORT UTILITY	-23%
<i>Cooling System - Parts & Components</i>	RADIATOR HOSES & COMPONENTS	CAPS, HOSES		-14%
<i>Cooling System - Water Pumps and Hardware</i>	Water Pumps			-15%
<i>Cooling System - Parts & Components</i>	MISCELLANEOUS COOLING PARTS	GAS CAPS, COOLING CABINETS, OIL CAPS		-14%

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Group #7 Ride Control, Chassis and Steering

<i>Ride Control</i>	SHOCKS		PREMIUM	-15%
<i>Ride Control</i>	SHOCKS		GOOD	-15%
<i>Ride Control</i>	STRUTS		PREMIUM	-15%
<i>Ride Control</i>	STRUTS		GOOD	-15%
<i>Chassis Parts</i>	ALIGNMENT	ALIGNMENT SHIMS & HARDWARE		-28%
<i>Chassis Parts</i>	STEERING COMPONENTS	DAMPERS & STABILIZERS, ARMS, TIE RODS		-26%
<i>Chassis Parts</i>	SPRINGS	TORSION BARS, COIL SPRINGS		-26%
<i>Chassis Parts</i>	SUSPENSION PARTS	SWAY BAR, LINK KITS, BALL JOINTS, CONTROL ARMS, KING PINS		-17%
<i>Power Steering & Components</i>	POWER STEERING & COMPONENTS	Power Steering Rack & Pinion		-25%
<i>Power Steering & Components</i>	POWER STEERING & COMPONENTS	POWER STEERING COMPONENTS	COOLERS, PULLEYS, HARDWARE	-25%
<i>Power Steering & Components</i>	POWER STEERING & COMPONENTS	Power Steering Pumps		-25%
<i>Power Steering & Components</i>	POWER STEERING & COMPONENTS	Power Steering Hoses & Lines		-25%
<i>Power Steering & Components</i>	POWER STEERING & COMPONENTS	Gear Boxes		-25%
<i>Power Steering & Components</i>	POWER STEERING & COMPONENTS	STEERING SHAFTS		-25%

Group #8 Driveline

<i>Driveline - Clutches</i>	CLUTCH KITS, HYDRAULICS & PARTS	CLUTCH HYDRAULICS, KITS, PARTS		-14%
<i>Driveline - Shafts</i>	SHAFTS & BOOT KITS	SHAFTS		-13%
<i>Driveline - Shafts</i>	SHAFTS & BOOT KITS	CV Boot Kits		-13%
<i>Driveline - Transmission Parts</i>	CABLES			-15%
<i>Driveline - Transmission Parts</i>	Differential Parts			-13%
<i>Driveline - Transmission Parts</i>	TRANSMISSION PARTS			-15%
<i>Driveline - Transmission Parts</i>	MISCELLANEOUS	MOUNTS, YOKES		-15%
<i>Driveline Parts and Mounts</i>	MOUNTS			-14%
<i>Driveline Parts and Mounts</i>	UNIVERSAL JOINTS			-20%
<i>Driveline Parts and Mounts</i>	ENGINE & TRANSMISSION MOUNTS			-14%

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Group #9 Automotive Hardware & Engine Parts

Automotive Hardware	LIFT SUPPORTS			-13%
Automotive Hardware	AUTOMOTIVE HARDWARE	AUTOMOTIVE PARTS		-13%
Automotive Hardware	AUTOMOTIVE HARDWARE	DOOR AND BODY PARTS		-13%
Automotive Hardware	AUTO HARDWARE & ACCESSORIES	ASSORTMENTS, INTERIOR/EXTERIOR HARDWARE, UNDERCAR, SPRINGS, CONNECTORS, FITTINGS, FASTENERS		-13%
Engine Parts	ENGINE PARTS	TIMING/VALVE TRAIN COMPONENTS, BALANCERS AND PULLEYS		-13%
Engine Parts	TIMING COMPONENTS			-10%
Engine Parts	VALVE TRAIN COMPONENTS			-15%
Engine Parts	PANS AND COVERS			-10%
Engine Parts	CYLINDER BLOCK COMPONENTS			-15%
Engine Parts	CYLINDER HEADS			-5%
Engine Parts	ENGINE BEARINGS			-15%
Engine Parts	ENGINE OIL SYSTEM COMPONENTS			-13%
Engine Parts	MANIFOLDS			-13%
Gaskets	ENGINE GASKETS	GASKETS: COOLING, ENGINE, FUEL SYSTEM, FLUID SEALING, EXHAUST, DRIVELINE		-14%

Group #10 Exhaust

Exhaust	EXHAUST	CATALYTIC CONVERTERS		-17%
Exhaust	EXHAUST	Manifolds		-17%
Exhaust	EXHAUST	Exhaust Accessories		-20%
Exhaust	EXHAUST	Exhaust Pipes		-20%
Exhaust	EXHAUST	Mufflers		-20%

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Group #11 Bearings, Seals, Hub Assemblies

<i>Bearings, Seals, Hub Assemblies</i>	BEARINGS & SEALS	DRIVELINE BEARINGS		-20%
<i>Bearings, Seals, Hub Assemblies</i>	BEARINGS & SEALS	SEALS		-20%
<i>Bearings, Seals, Hub Assemblies</i>	BEARINGS & SEALS	CLUTCH BEARINGS		-25%
<i>Bearings, Seals, Hub Assemblies</i>	BEARINGS & SEALS	BEARING & SEAL KITS		-20%
<i>Bearings, Seals, Hub Assemblies</i>	BEARINGS & SEALS	WHEEL END BEARINGS		-20%
<i>Bearings, Seals, Hub Assemblies</i>	HUB ASSEMBLIES	4WD HUBS		-20%
<i>Bearings, Seals, Hub Assemblies</i>	HUB ASSEMBLIES	HUB ASSEMBLIES		-21%
<i>Bearings, Seals, Hub Assemblies</i>	WHEEL HUBS	WHEEL HUB		-27%

Group #12 Starters & Alternators

<i>Starters & Alternators</i>	ALTERNATORS	GOOD/BETTER		-8%
<i>Starters & Alternators</i>	STARTERS	GOOD/BETTER		-8%
<i>Starters & Alternators</i>	STARTING/CHARGING COMPONENTS			-25%

Group #13 Climate Control

<i>Climate Control - Electrical Systems</i>	WINDOW SYSTEM PARTS	WINDOW MOTOR/REGULATORS		-13%
<i>Climate Control - Electrical Systems</i>	WIPER SYSTEM PARTS	WIPER ARMS & MOTORS, WASHER RESERVOIRS, WIPER PULSE BOARDS, TRANSMISSION LINKAGE, WASHER PUMPS		-13%
<i>Climate Control--Heating & Air Conditioning</i>	AIR CONDITIONING	A/C COMPRESSOR, FILTER/DRIERS, CONDESNORS/EVAPORATORS, RINGS/GASKETS, HOSES		-13%
<i>Climate Control--Heating & Air Conditioning</i>	BLOWER MOTORS	BLOWER MOTORS		-10%

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<i>Climate Control--Heating & Air Conditioning</i>	HEATING	HEATER CORES/VALVES		-15%
<i>Climate Control--Heating & Air Conditioning</i>	BLEND DOORS			-17%
<i>AC Chemicals & Accessories</i>	A/C TOOLS, PARTS, MISC	A/C PARTS		-8%
<i>AC Chemicals & Accessories</i>	A/C TOOLS, PARTS, MISC	A/C TOOLS		-8%

Group #14 Heavy Duty Parts

<i>HD Chassis</i>	Chassis Parts	Chassis Parts		0%
<i>HD Chassis</i>	Power Steering & Components	Power Steering & Components		-15%
<i>HD Chassis</i>	Ride Control	Ride Control		-15%
<i>HD HVAC & Hydraulics</i>	HD Heating & Cooling			-8%
<i>HD HVAC & Hydraulics</i>	Hydraulics	HOSE/FITTINGS		-42%
<i>HD Powertrain</i>	Exhaust			-20%
<i>HD Powertrain</i>	HD Drivetrain			-20%
<i>HD Powertrain</i>	HD Engine			-21%
<i>HD Powertrain</i>	HD Starting & Charging			-8%
<i>HD Wheel-End</i>	Bearings, Seals, Hub Assemblies			-25%
<i>HD Wheel-End</i>	Wheel Attaching	Nuts, Studs, Clamps		0%
<i>HD Wheel-End</i>	HD Air Brake			-7%
<i>HD Other</i>	Safety			0%
<i>HD Other</i>	Lighting			-15%
<i>HD Other</i>	Trailer Parts			-7%
<i>HD Other</i>	Accessories			-13%
<i>HD Other</i>	Chems & Lubes			-7%
<i>Air Filters</i>	HEAVY DUTY AIR FILTERS			-65%
<i>Oil Filters</i>	HEAVY DUTY OIL FILTERS			-65%
<i>SHOCKS</i>	HD TRUCK			-15%
<i>Brakes - Friction, Pads & Shoes</i>	BRAKE PADS	Brake Pads HD Truck		-29%
<i>Brakes - Friction, Pads & Shoes</i>	BRAKE SHOES	BRAKE SHOES HD TRUCK		-29%
<i>Brakes - Friction, Pads & Shoes</i>	BRAKE PADS	Brake Pads HD Truck		-29%

Group #15 Engines/Equipment

<i>Commercial Shop Equipment (High Ticket)</i>	ISN COMMERCIAL TOOLS/EQUIP			0%
<i>Commercial Shop Equipment (High Ticket)</i>	MISC COMMERCIAL EQUIPMENT			0%
<i>Engines and Transmissions</i>	ENGINES			-5%
<i>Engines and Transmissions</i>	TRANSMISSIONS			-5%
<i>Engines and Transmissions</i>	TRANSMISSIONS	TRANSFER CASES		-5%

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<i>Engines and Transmissions</i>	ENGINE PARTS	ENGINE PARTS		-5%
<i>Engines and Transmissions</i>	Rear Axle Assemblies	Rear Axle Assemblies		-4%
<i>Jacks and Lifts</i>				-8%
<i>Commercial Jacks/Lifts</i>				-8%

Group #16 Chemicals

<i>AC Chemicals & Accessories</i>	A/C CHEMS			-8%
<i>AC Chemicals & Accessories</i>	FREON			-8%
<i>Appearance Chemicals</i>	CAR WASH/CARE			-8%
<i>Bulk Chemicals - Antifreeze and Washer Solvent</i>	ANTIFREEZE			-5%
<i>Bulk Chemicals - Antifreeze and Washer Solvent</i>	WINDSHIELD WASH			-8%
<i>Performance & Functional Chemicals</i>	BRAKE FLUID, CLEANERS/DEGREASERS, ADDITIVES, TREATMENTS			-8%
<i>Sealants, Adhesives and Compounds</i>	ADHESIVES & SEALANTS, COMPOUNDS			-8%
<i>Tire Sealants</i>	TIRE REPAIR CHEMICALS			-12%
<i>Grease & Lubricants</i>	HYDRAULIC FLUID			-8%
<i>Grease & Lubricants</i>	GREASE	FULL SYNTHETIC, SYNTH BLEND, CONVENTIONAL		-8%
<i>Grease & Lubricants</i>	GEAR OIL			-8%
<i>Grease & Lubricants</i>	MISCELLANEOUS LUBRICANTS & ACCESSORIES			-8%
<i>Motor Oil</i>	CONVENTIONAL			0%
<i>Motor Oil</i>	HIGH MILEAGE			0%
<i>Motor Oil</i>	SYNTHETIC BLEND			0%
<i>Motor Oil</i>	FULL SYNTHETIC			0%
<i>Motor Oil</i>	HEAVY DUTY			0%
<i>Motor Oil</i>	SMALL ENGINE			0%
<i>Transmission Fluid</i>	TRANSMISSION FLUID			-8%

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Group #17 Accessories & Miscellaneous

<i>Wipers</i>				-33%
<i>Air Fresheners</i>				12%
<i>Air Tools & Accessories</i>				-10%
<i>Appearance Accessories</i>	APPEARANCE TOOLS, TOWELS, DETAILING, WASHING			-8%
<i>Cargo Management</i>				-8%
<i>Electrical</i>	ELECTRICAL ACCESSORIES, FUSES, GPS SYSTEMS			-30%
<i>Fluid Management Accessories</i>				-8%
<i>Hand & Specialty Tools</i>				-5%
<i>Interior/Exterior Accessories</i>				-8%
<i>Nuts/Bolts/Misc Hardware</i>				-23%
<i>Oil & Gas Accessories</i>				-8%
<i>Protective Gear</i>				-12%
<i>Horns and Security</i>				-8%
<i>Testing & Electrical Equipment</i>				-5%
<i>Tire Repair & Accessories</i>				-15%
<i>Towing & Hitch</i>				-5%
<i>Commercial TOOLS</i>	AIR TOOLS, BODY REPAIR, SPECIALTY			-5%

Additional Services and Product Offerings of Advance Stores Company, Inc.

1. Carquest Technical Institute Pricing

Pricing for Technical Stand Alone Events	
4-hour events	\$89 per technician
	\$169 per shop (up to four technicians)
8-hour events	\$139 per technician
	\$259 per shop (up to four technicians)

For government agencies we recommend using CTI in lieu of MotoSkill training.

- Virtual Vehicle MD pricing is \$20/month or \$200/year per location. There is no charge for the Stocking Dealer Program
- MotoLogic is a shop management tool and pricing varies based on number of users and functionality of the software selection. There is an upfront fee and a monthly subscription fee, which vary vastly depending on the customer needs.

MotoLOGIC Pricing

Advance offers a 15% government discount which results in the following pricing:

- Annual Term (**One-time Payment, Paid Upfront**): \$910.35 per location for the full year subscription
- Annual Term (**Billed Monthly**): \$86 per location per month
- Month-to-Month Term: \$101.15 per location per month

- Carquest Tools & Equipment offers shop equipment to government agencies purchasing under the U.S. Communities program a discount of 5%.

Pricing Incentives and Rebates:

Customers with annual anticipated purchases of greater than \$500,000 per year who award and enter into an exclusive agreement with Advance Stores Company Incorporated by directly adopting the agreed upon business terms of the existing contract between the City of Charlotte and Advance Stores Company Incorporated will receive an additional 2% discount off the base master contract pricing.

Customers with annual anticipated purchases of greater than \$1 million per year who award and enter into an exclusive agreement with Advance Stores Company Incorporated by directly adopting the agreed upon business terms of the existing contract between the City of Charlotte and Advance Stores Company Incorporated will receive a total possible discount of 4% off of the base master contract pricing. This 4% discount shall be reduced by any fees charged by any local or state agency. For example, a State with annual purchases exceeding \$1,000,000 which requires a payment of a 1% administrative fee will receive a total of a 3% discount from the base master contract pricing after the offset of the 1% administrative fee is applied.

ATTACHMENT 1
 ITB #269-2016-070 AUTOMOTIVE PARTS AND RELATED ACCESSORIES AND SERVICES
 CITY MARKET BASKET

THIS BID RESPONSE SHEET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF VEHICLE PARTS USED BY THE CITY. PRICING SUBMITTED ON THIS ATTACHMENT IS FOR COMPARISON AND VERIFICATION OF DISCOUNTS PROVIDED ON REQUIRED FORM 5 TO DETERMINE LOWEST BIDDER. PLEASE REFER TO SECTIONS 2.26 AND 3.3 FOR ALL EVALUATION AND AWARD CRITERIA.

BIDDER MUST NOT ALTER OR REVISE THIS SPREADSHEET OR FORMAT. DOING SO WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

NOTE: THE BIDDER IS RESPONSIBLE FOR CROSS REFERENCE OF ALL PART NUMBERS FOR BID RESPONSE PURPOSES TO ENSURE EXACT MATCH OF LISTED ITEMS.

Item Number	Part Number	Part Desc	Vendor	Estimated Quantity	Retail List Price	Discount (Percentage) Should match % stated on Required Form 5 - Pricing Sheet	Unit Price for Qty of 1 (Retail Price Less Discount)	Extended Price	Manufacturer/Brand of Quoted Part	Part Number for Brand Quoted
1	08880	HIGH POWER BRAKE CLEANER	3M	4,176	5.49	-35	3.57	\$14,908.32	3M	MMM_08880
2	08001	WEATHERSTRIP ADH	3M	110	10.99	-35	7.14	\$785.40	3M	MMM_08001
3	06975	TARTAN DUCT TAPE	3M	46	15.79	-35	10.26	\$471.96	3M	MMM_06975
4	08008	WEATHERSTRIP ADH-BLK	3M	48	12.99	-35	8.44	\$405.12	3M	MMM_08008
5	STP131HC	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	4,552	0.89	-20	0.71	\$3,231.92	STANDARD MOTOR PR	EC_STP131HC
6	SST311	SAFE-MATE COUPLER	STANDARD MOTOR PRODUCTS	114	31.49	-20	25.19	\$2,871.66	STANDARD MOTOR PR	EC_SST311
7	STP130HC	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODUCTS	2,962	0.89	-20	0.71	\$2,103.02	STANDARD MOTOR PR	EC_STP130HC
8	STP350H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	740	0.99	-20	0.79	\$584.60	STANDARD MOTOR PR	EC_STP350H
9	STP132HC	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	500	0.89	-20	0.71	\$355.00	STANDARD MOTOR PR	EC_STP132HC
10	STP145H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	330	1.09	-20	0.87	\$291.45	STANDARD MOTOR PR	EC_STP145H
11	BR1220	FUEL FILTER	LITTELFUSE, INC.	21	14.29	-20	11.43	\$240.03	LITTELFUSE, INC.	EC_BR1220
12	TA276L	TIE STRAP	STANDARD MOTOR PRODUCTS	74	3.89	-20	3.11	\$230.14	STANDARD MOTOR PR	EC_TA276L
13	C12-2E	2 WIRE CABLE	STANDARD MOTOR PRODUCTS	264	1.09	-20	0.87	\$229.68	STANDARD MOTOR PR	EC_C12-2E
14	STP120H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	264	0.99	-20	0.79	\$208.56	STANDARD MOTOR PR	EC_STP120H
15	BR1225	CIRCUIT BREAKER	LITTELFUSE, INC.	18	14.29	-20	11.43	\$205.74	LITTELFUSE, INC.	EC_BR1225
16	S654	PIGTAIL/SOCKET	STANDARD MOTOR PRODUCTS	15	16.39	-20	13.11	\$196.65	STANDARD MOTOR PR	EC_S654
17	C14-2E	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODUCTS	293	0.79	-20	0.63	\$189.00	STANDARD MOTOR PR	EC_C14-2E
18	S825	PIGTAIL/SOCKET	STANDARD MOTOR PRODUCTS	31	7.49	-20	5.99	\$185.69	STANDARD MOTOR PR	EC_S825
19	TA279L	TIE STRAPS	STANDARD MOTOR PRODUCTS	63	3.59	-20	2.87	\$180.81	STANDARD MOTOR PR	EC_TA279L
20	STP124H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	180	1.09	-20	0.87	\$156.60	STANDARD MOTOR PR	EC_STP124H
21	TA3	PCV SPLIT LOOM	STANDARD MOTOR PRODUCTS	33	5.49	-20	4.39	\$144.87	STANDARD MOTOR PR	EC_TA3
22	STP132H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	140	1.29	-20	1.03	\$144.20	STANDARD MOTOR PR	EC_STP132H

23	HST810	HEAT SHRINK TUBING	STANDARD MOTOR PRODUCTS	28	6.09	-20	4.97	\$136.36	STANDARD MOTOR PR	EC_HST810
24	C6ER	PRIMARY WIRE	STANDARD MOTOR PRODUCTS	100	1.69	-20	1.35	\$135.00	STANDARD MOTOR PR	EC_C6ER
25	PW14R	20' 14 GAUGE WIRE	STANDARD MOTOR PRODUCTS	22	6.69	-20	5.35	\$117.70	STANDARD MOTOR PR	EC_PW14R
26	CS0000V	BULK BATTERY CABLE	STANDARD MOTOR PRODUCTS	14	10.39	-20	8.31	\$116.34	STANDARD MOTOR PR	EC_CS0000V
27	BR1230	CIRCUIT BREAKER	LITTELFUSE, INC.	10	14.29	-20	11.43	\$114.30	LITTELFUSE, INC.	EC_BR1230
28	BP99	BATT CLIP AND ACCY	STANDARD MOTOR PRODUCTS	45	2.89	-20	2.31	\$103.95	STANDARD MOTOR PR	EC_BP99
29	PW12R	PRIMARY WIRE	STANDARD MOTOR PRODUCTS	19	6.69	-20	5.35	\$101.65	STANDARD MOTOR PR	EC_PW12R
30	PW16R	30' 16 GAUGE WIRE	STANDARD MOTOR PRODUCTS	18	6.69	-20	5.35	\$96.30	STANDARD MOTOR PR	EC_PW16R
31	DS126	SWITCH	STANDARD MOTOR PRODUCTS	20	5.99	-20	4.79	\$95.80	STANDARD MOTOR PR	EC_DS126
32	STP131H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	100	1.19	-20	0.95	\$95.00	STANDARD MOTOR PR	EC_STP131H
33	STP130H	BUTT SPICE TERMINAL	STANDARD MOTOR PRODUCTS	100	1.19	-20	0.95	\$95.00	STANDARD MOTOR PR	EC_STP130H
34	BR1215	CIRCUIT BREAKER	LITTELFUSE, INC.	8	14.29	-20	11.43	\$91.44	LITTELFUSE, INC.	EC_BR1215
35	PW12R	12' 12 GAUGE WIRE	STANDARD MOTOR PRODUCTS	17	6.69	-20	5.35	\$90.95	STANDARD MOTOR PR	EC_PW12R
36	PW16B	PRIMARY WIRE	STANDARD MOTOR PRODUCTS	15	6.69	-20	5.35	\$80.25	STANDARD MOTOR PR	EC_PW16B
37	63861-5	TRILLIANT PAR 36 LAM	GROTE INDUSTRIES	30	157.99	-15	134.29	\$4,028.70	GROTE INDUSTRIES	LTG_63861-5
38	64H01-5	LED SQR WRK LGHT	GROTE INDUSTRIES	28	49.99	-15	42.49	\$1,104.74	GROTE INDUSTRIES	LTG_64H01-5
39	63151-5	HALOGEN WORK LAMP	GROTE INDUSTRIES	39	24.59	-15	20.90	\$815.10	GROTE INDUSTRIES	LTG_63151-5
40	12173	CONVEX MIRROR	GROTE INDUSTRIES	46	16.59	-15	14.10	\$648.60	GROTE INDUSTRIES	LTG_12173
41	53762	STT LAMP	GROTE INDUSTRIES	19	36.49	-15	31.02	\$589.38	GROTE INDUSTRIES	LTG_53762
42	52772	STT LAMP	GROTE INDUSTRIES	129	5.29	-15	4.50	\$580.50	GROTE INDUSTRIES	LTG_52772
43	53962	STT LAMP	GROTE INDUSTRIES	12	48.49	-15	41.22	\$494.64	GROTE INDUSTRIES	LTG_53962
44	53252	DIODE LED RED	GROTE INDUSTRIES	25	22.99	-13	19.54	\$488.50	GROTE INDUSTRIES	LTG_53252
45	60681	BWP LIC LAMP	GROTE INDUSTRIES	19	29.49	-15	25.07	\$476.33	GROTE INDUSTRIES	LTG_60681
46	47123	ROUND YEL LED	GROTE INDUSTRIES	58	8.79	-15	7.47	\$433.26	GROTE INDUSTRIES	LTG_47123
47	60351	LICENSE LAMP	GROTE INDUSTRIES	13	39.49	-15	32.72	\$425.36	GROTE INDUSTRIES	LTG_60351
48	47122	CLR/MKR LAMP	GROTE INDUSTRIES	60	8.19	-15	6.96	\$417.60	GROTE INDUSTRIES	LTG_47122
49	47112	CLR/MKR LAMP	GROTE INDUSTRIES	46	8.19	-15	6.96	\$320.16	GROTE INDUSTRIES	LTG_47112
50	68680	PIGTAIL	GROTE INDUSTRIES	21	13.59	-15	11.55	\$242.55	GROTE INDUSTRIES	LTG_68680
51	60882	STT LAMP	GROTE INDUSTRIES	11	24.39	-15	20.73	\$228.03	GROTE INDUSTRIES	LTG_60882
52	47202-3	CLR/MKR LAMP RED BULK PK	GROTE INDUSTRIES	20	12.99	-15	11.04	\$220.80	GROTE INDUSTRIES	LTG_47202-3
53	64931	TRACTOR LAMP	GROTE INDUSTRIES	19	13.99	-15	11.89	\$214.02	GROTE INDUSTRIES	LTG_64931
54	54342	STT LAMP	GROTE INDUSTRIES	17	14.79	-15	12.57	\$213.69	GROTE INDUSTRIES	LTG_54342
55	G6003-5	STT LAMP	GROTE INDUSTRIES	6	38.49	-15	32.72	\$196.32	GROTE INDUSTRIES	LTG_G6003-5
56	49062	CLR/MKR LAMP	GROTE INDUSTRIES	6	35.99	-15	30.59	\$183.54	GROTE INDUSTRIES	LTG_49062
57	G6002	STT LAMP RED HI CNT LFD 60	GROTE INDUSTRIES	8	25.99	-15	22.09	\$176.72	GROTE INDUSTRIES	LTG_G6002
58	52892	STT LAMP	GROTE INDUSTRIES	31	6.59	-15	5.60	\$173.60	GROTE INDUSTRIES	LTG_52892
59	G1093	HI COUNT LED	GROTE INDUSTRIES	15	13.39	-15	11.28	\$170.70	GROTE INDUSTRIES	LTG_G1093
60	9007	HEADLGT-HALOGEN	FEDERAL MOGUL (WAGNER LIGHT)	258	10.99	-40	6.59	\$1,700.22	ADVANCE AUTO PARTS	SHG_CQ-9007

61	53	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	1,080	2.19	-30	1.53	\$1,652.40	FEDERAL MOGUL (WAG	CLB_53
62	H4658	HALOGEN SEALED BEAM	FEDERAL MOGUL (WAGNER LIGHT	228	9.79	-30	6.85	\$1,561.80	FEDERAL MOGUL (WAG	CLB_H4658
63	3157	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	769	2.99	-40	1.79	\$1,358.61	ADVANCE AUTO PARTS	SHG_CQ-3157
64	H6054	HALOGEN SEALED BEAM	FEDERAL MOGUL (WAGNER LIGHT	111	11.99	-30	8.39	\$931.29	FEDERAL MOGUL (WAG	CLB_H6054
65	194	BULB	FEDERAL MOGUL (WAGNER LIGHT	1,141	2.49	-40	1.49	\$1,700.09	ADVANCE AUTO PARTS	SHG_CQ-194
66	9005	STD HALOGEN CAPSULE	FEDERAL MOGUL (WAGNER LIGHT	90	10.99	-40	6.59	\$599.10	ADVANCE AUTO PARTS	SHG_CQ-9005
67	795	MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	67	11.39	-30	7.97	\$533.99	FEDERAL MOGUL (WAG	CLB_795
68	4416	SEALED BEAM	FEDERAL MOGUL (WAGNER LIGHT	41	15.59	-30	10.91	\$447.31	FEDERAL MOGUL (WAG	CLB_4416
69	1142	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	150	3.99	-30	2.79	\$418.50	FEDERAL MOGUL (WAG	CLB_1142
70	4411-1	INCANDESCENT SEALED BEAM	FEDERAL MOGUL (WAGNER LIGHT	32	17.39	-30	12.17	\$389.44	FEDERAL MOGUL (WAG	CLB_4411-1
71	906	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	368	2.49	-40	1.49	\$548.32	ADVANCE AUTO PARTS	SHG_CQ-906
72	9008	CAPSULE	FEDERAL MOGUL (WAGNER LIGHT	20	19.59	-40	11.75	\$305.50	ADVANCE AUTO PARTS	SHG_CQ-9008/60/55W
73	17326	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	100	4.99	-30	3.49	\$349.00	FEDERAL MOGUL (WAG	CLB_17326
74	1157	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	606	2.49	-40	1.49	\$902.94	ADVANCE AUTO PARTS	SHG_CQ-1157
75	3157NA	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	148	2.99	-40	1.79	\$264.92	ADVANCE AUTO PARTS	SHG_CQ-3157NA
76	66518	LG RAVEN PWDR FREE	SAS SAFETY CORP	333	19.99	-12	17.59	\$5,857.47	SAS SAFETY CORP	SAS_66518
77	66519	XL RAVEN PWDR FREE	SAS SAFETY CORP	320	19.99	-12	17.59	\$5,628.80	SAS SAFETY CORP	SAS_66519
78	66520	XXL RAVEN PWDR FRE	SAS SAFETY CORP	114	19.99	-12	17.59	\$1,934.90	SAS SAFETY CORP	SAS_66520
79	66517	MFD RAVEN PWDR FRE	SAS SAFETY CORP	31	19.99	-12	17.59	\$545.29	SAS SAFETY CORP	SAS_66517
80	5120	BASIC SAFETY GLASSES	SAS SAFETY CORP	99	3.29	-12	2.90	\$287.10	SAS SAFETY CORP	SAS_5120
81	6609-40	DERMA-MAX NITRILE	SAS SAFETY CORP	4	17.99	-12	15.83	\$63.32	SAS SAFETY CORP	SAS_6609-40
82	2985	NON-TOXIC DUST MASK	SAS SAFETY CORP	100	0.14	-12	0.12	\$12.00	SAS SAFETY CORP	SAS_2985
83	6608-40	D-M NIT GLOVE-L	SAS SAFETY CORP	0	17.99	-12	15.83	\$0.00	SAS SAFETY CORP	SAS_6608-40
84	82180	ULTRA BLACK RTV SILICONE	ITW GLOBAL BRANDS	220	7.49	-8	6.89	\$1,515.80	ITW GLOBAL BRANDS	PER_82180
85	27140	HIGH ST THREADLOCKER RED	ITW GLOBAL BRANDS	65	22.99	-8	21.15	\$1,374.75	ITW GLOBAL BRANDS	PER_27140
86	82194	ULTRA GREY RTV SILICONE	ITW GLOBAL BRANDS	175	7.49	-8	6.89	\$1,205.75	ITW GLOBAL BRANDS	PER_82194
87	80631	THREAD SEALANT WITH PTFE	ITW GLOBAL BRANDS	191	5.29	-8	4.87	\$930.17	ITW GLOBAL BRANDS	PER_80631
88	24240	MED THREADLOCKER BLUE	ITW GLOBAL BRANDS	36	22.99	-8	21.15	\$761.40	ITW GLOBAL BRANDS	PER_24240
89	81158	BLACK SILICONE SEALANT	ITW GLOBAL BRANDS	96	6.79	-8	6.25	\$537.50	ITW GLOBAL BRANDS	PER_81158
90	51813	ANAEROBIC GASKET MAKER	ITW GLOBAL BRANDS	34	14.59	-8	13.42	\$456.28	ITW GLOBAL BRANDS	PER_51813
91	86078	ANTI SEIZE LUBRICANT	ITW GLOBAL BRANDS	47	7.49	-8	6.89	\$323.83	ITW GLOBAL BRANDS	PER_86078
92	80050	CLEAR RTV SILICONE SEAL	ITW GLOBAL BRANDS	50	6.99	-8	6.43	\$321.50	ITW GLOBAL BRANDS	PER_80050
93	24200	MED THREADLOCKER BLUE	ITW GLOBAL BRANDS	44	6.99	-8	6.43	\$282.92	ITW GLOBAL BRANDS	PER_24200
94	22058	DIELECTRIC TUNEUP GREASE	ITW GLOBAL BRANDS	37	6.49	-8	5.97	\$220.89	ITW GLOBAL BRANDS	PER_22058
95	27100	HIGH ST THREADLOCKER RED	ITW GLOBAL BRANDS	36	6.99	-8	6.43	\$231.48	ITW GLOBAL BRANDS	PER_27100
96	H11BP	H11 BULB	OSRAM SYLVANIA	506	14.99	-30	10.49	\$6,252.04	OSRAM SYLVANIA	SLB_H11BP
97	1681942825LED8P	168/194/2825 LED	OSRAM SYLVANIA	58	12.99	-30	9.09	\$527.22	OSRAM SYLVANIA	SLB_1681942825LED8P
98	H38P	H3 FOG LIGHT BULB	OSRAM SYLVANIA	82	9.99	-30	6.99	\$573.18	OSRAM SYLVANIA	SLB_H38P

99	194-LED-BF	194 LED BULB 1 PACK	OSRAM SYLVANIA	42	9.99	-30	6.99	\$293.58	OSRAM SYLVANIA	SLB_194LED-BP
100	9007BP	9007 BULB	OSRAM SYLVANIA	32	10.99	-30	7.69	\$246.08	OSRAM SYLVANIA	SLB_9007BP
101	9012BP	MINI EULB	OSRAM SYLVANIA	7	34.99	-30	24.49	\$171.43	OSRAM SYLVANIA	SLB_9012BP
102	H4651STBX	SILVERSTAR SEALED BE	OSRAM SYLVANIA	6	34.99	-30	24.49	\$146.94	OSRAM SYLVANIA	SLB_H4651STBX
103	H3-100WBP	H3-100W FOG RULB 1	OSRAM SYLVANIA	30	5.59	-30	3.91	\$117.30	OSRAM SYLVANIA	SLB_H3-100WBP
104	9005XSSP	9005XS BULB	OSRAM SYLVANIA	6	13.99	-30	9.79	\$58.74	OSRAM SYLVANIA	SLB_9005XSSP
105	5080925	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	14	60.99	-32	41.47	\$580.58	DAYCO PRODUCTS, INC.	DAY_5080925
106	5080953	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	14	70.99	-32	48.27	\$675.78	DAYCO PRODUCTS, INC.	DAY_5080953
107	5061420	POLY RIB BELTS	DAYCO PRODUCTS, INC.	7	70.99	-32	48.27	\$337.89	DAYCO PRODUCTS, INC.	DAY_5061420
108	5080765	SERPENTINE BELT	DAYCO PRODUCTS, INC.	12	40.18	-32	27.33	\$327.96	DAYCO PRODUCTS, INC.	DAY_5080765
109	5080570	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	11	42.99	-32	29.23	\$321.53	DAYCO PRODUCTS, INC.	DAY_5080570
110	5080920	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	7	53.19	-32	36.17	\$253.19	DAYCO PRODUCTS, INC.	DAY_5080920
111	5080510	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	12	19.99	-32	13.59	\$163.08	DAYCO PRODUCTS, INC.	DAY_5080510
112	80241GL	HTR HOSE - SIL - 5/8 X 25'	DAYCO PRODUCTS, INC.	25	9.6	-38	5.95	\$148.75	DAYCO PRODUCTS, INC.	DAY_80241GL
113	76200	HOSE 3 FT. - 2 IN. X 3 FT.	DAYCO PRODUCTS, INC.	144	0.97	-30	0.68	\$97.92	DAYCO PRODUCTS, INC.	DAY_76200
114	17470	TOP COG GOLD V-BELTS	DAYCO PRODUCTS, INC.	12	16.99	-34	11.21	\$134.52	DAYCO PRODUCTS, INC.	DAY_17470
115	89372	BELT TENSIONER	DAYCO PRODUCTS, INC.	4	42.29	-23	32.56	\$130.24	DAYCO PRODUCTS, INC.	DAY_89372
116	E70922	- CURVED RAD HOSE	DAYCO PRODUCTS, INC.	9	20.09	-33	13.46	\$121.14	DAYCO PRODUCTS, INC.	DAY_E70922
117	5080775	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	5	33.29	-32	22.64	\$113.20	DAYCO PRODUCTS, INC.	DAY_5080775
118	910015A	BELT TENSIONER	LITENS AUTOMOTIVE GROUP	1	140.99	-20	112.79	\$112.79	DAYCO PRODUCTS, INC.	DAY_910015A
119	910018A	BELT TENSIONER	LITENS AUTOMOTIVE GROUP	1	140.99	-20	112.79	\$112.79	DAYCO PRODUCTS, INC.	DAY_910018A
120	VV975	SYNTHETIC GEAR 75W90	VALVOLINE MOTOR PRODUCTS	368	12.49	-8	11.49	\$4,228.32	VALVOLINE MOTOR PR	VAL_VV975
121	VV982	SYNTHETIC GEAR 75W-140	VALVOLINE MOTOR PRODUCTS	47	14.99	-8	13.79	\$648.13	VALVOLINE MOTOR PR	VAL_VV982
122	VV265	NON-DET 30W QT.	VALVOLINE MOTOR PRODUCTS	78	6.29	-8	5.79	\$451.62	VALVOLINE MOTOR PR	VAL_VV265
123	VV700285M	SYN GO 75W90 5GAL	VALVOLINE MOTOR PRODUCTS	1	226.99	-8	208.83	\$208.83	VALVOLINE MOTOR PR	VAL_VV700285M
124	VV291	DURABLEND 5W-30 QT.	VALVOLINE MOTOR PRODUCTS	24	6.99	-8	6.43	\$154.32	VALVOLINE MOTOR PR	VAL_VV291
125	VV317	DURABLEND 5W-20	VALVOLINE MOTOR PRODUCTS	24	6.99	-8	6.43	\$154.32	VALVOLINE MOTOR PR	VAL_VV317
126	VV324	MAXLIFE DEXIMER ATF	WARREN UNILUBE, INC.	18	6.99	-8	6.43	\$115.74	WARREN UNILUBE, INC.	VAL_VV324
127	VV820	VAL HP GO 75W90 QT	VALVOLINE MOTOR PRODUCTS	16	7.39	-8	6.80	\$105.30	VALVOLINE MOTOR PR	VAL_VV820
128	65-2	BATTERY-GOLD	JOHNSON CONTROLS, INC.	47	151.99	-33	101.83	\$4,786.01	JOHNSON CONTROLS, INC.	BEP_65-2
129	65-AGM	BTRY-PLATINUM AGM ATOCF	JOHNSON CONTROLS, INC.	6	184.99	-33	123.94	\$743.64	JOHNSON CONTROLS, INC.	BEP_65-AGM
130	51R-2	BATTERY-GOLD	JOHNSON CONTROLS, INC.	4	136.99	-33	91.78	\$367.12	JOHNSON CONTROLS, INC.	BEP_51R-2
131	24DC-1	BAT-MARINE DEEP CYCL	JOHNSON CONTROLS, INC.	4	94.99	-33	63.64	\$254.56	JOHNSON CONTROLS, INC.	BEP_24DC-1
132	34FT-2	BATTERY-GOLD ATOCF	JOHNSON CONTROLS, INC.	2	136.99	-33	91.78	\$183.56	JOHNSON CONTROLS, INC.	BEP_34FT-2
133	24F-6	BATTERY-GOLD	JOHNSON CONTROLS, INC.	2	129.99	-33	87.09	\$174.18	JOHNSON CONTROLS, INC.	BEP_24F-6
134	26-3	BATTERY-SILVER	JOHNSON CONTROLS, INC.	2	118.99	33	79.72	\$159.44	JOHNSON CONTROLS, INC.	BEP_26-3
135	86-2	BATTERY-GOLD	JOHNSON CONTROLS, INC.	1	163.99	-33	109.87	\$109.87	JOHNSON CONTROLS, INC.	BEP_86-2
136	22-1	22 EXACT FIT VIPER BLADE	TRICO PRODUCTS	416	11.99	-28	8.63	\$3,590.08	TRICO PRODUCTS	CWP_22-1

137	24-1	24 EXACT FIT WIPER BLADE	TRICO PRODUCTS	114	12.99	-28	9.35	\$1,065.90	TRICO PRODUCTS	CWP_24-1
138	20-1	20 EXACT FIT WIPER BLADE	TRICO PRODUCTS	66	9.99	-28	7.19	\$683.05	TRICO PRODUCTS	CWP_20-1
139	21-1	21 EXACT FIT WIPER BLADE	TRICO PRODUCTS	39	10.99	-28	7.91	\$284.76	TRICO PRODUCTS	CWP_21-1
140	18-1	18 EXACT FIT WIPER BLADE	TRICO PRODUCTS	35	9.99	-28	7.19	\$273.22	TRICO PRODUCTS	CWP_18-1
141	26-9	WIPER BLADE-26	TRICO PRODUCTS	16	14.99	-28	10.79	\$172.64	TRICO PRODUCTS	CWP_26-9
142	16-1	WIPER BLADE-16	TRICO PRODUCTS	22	9.99	-28	7.19	\$158.18	TRICO PRODUCTS	CWP_16-1
143	61-180	18 HD WIPER BLADE FLAT	TRICO PRODUCTS	14	9.88	-28	7.11	\$99.54	TRICO PRODUCTS	CWP_61-180
144	PT189	PIGTAIL	STANDARD MOTOR PRODUCTS	61	12.29	-18	10.08	\$614.88	STANDARD MOTOR PR	BWD_PT189
145	R3146	RELAY - ACCESSORY	STANDARD MOTOR PRODUCTS	29	17.99	-18	14.75	\$427.75	STANDARD MOTOR PR	BWD_R3146
146	R3177P	RELAY - ACCESSORY	STANDARD MOTOR PRODUCTS	16	15.99	-18	13.11	\$209.76	STANDARD MOTOR PR	BWD_R3177P
147	S55	RELAY	STANDARD MOTOR PRODUCTS	7	47.99	-18	39.35	\$275.45	STANDARD MOTOR PR	BWD_S55
148	S14375	SWITCH - COMBINATION	STANDARD MOTOR PRODUCTS	2	106.99	-15	90.94	\$181.88	STANDARD MOTOR PR	BWD_S14375
149	PT5683	PIGTAIL	STANDARD MOTOR PRODUCTS	5	46.99	-18	38.53	\$192.65	STANDARD MOTOR PR	BWD_PT5683
150	FC536	FLASHER	STANDARD MOTOR PRODUCTS	9	9.99	-18	8.19	\$155.61	STANDARD MOTOR PR	BWD_FC536
151	S14081	SWITCH - COMBINATION	STANDARD MOTOR PRODUCTS	1	199.99	-15	169.99	\$169.99	STANDARD MOTOR PR	BWD_S14081
152	DS115P	SWITCH - COMBINATION	STANDARD MOTOR PRODUCTS	4	41.99	-15	35.69	\$142.76	STANDARD MOTOR PR	BWD_DS115P
153	RU1138	BI LOWER MTR RESISTOR	STANDARD MOTOR PRODUCTS	9	17.49	-17	14.52	\$116.15	STANDARD MOTOR PR	BWD_RU1138
154	CP702	PURGE SOLENOID	STANDARD MOTOR PRODUCTS	2	60.99	15	51.84	\$103.68	STANDARD MOTOR PR	BWD_CP702
155	S14526	SWITCH - COMBINATION	STANDARD MOTOR PRODUCTS	1	118.99	-15	101.14	\$101.14	STANDARD MOTOR PR	BWD_S14526
156	FN106	BOOT - TOGGLE SWITCH	STANDARD MOTOR PRODUCTS	12	10.29	-15	8.75	\$105.00	STANDARD MOTOR PR	BWD_FN106
157	S208	SWITCH - DOOR JAMB	STANDARD MOTOR PRODUCTS	14	8.19	-15	6.96	\$97.44	STANDARD MOTOR PR	BWD_S208
158	PT5734	PIGTAIL	STANDARD MOTOR PRODUCTS	1	102.99	18	84.45	\$84.45	STANDARD MOTOR PR	BWD_PT5734
159	P150	WHL WT REG-1.50	WEGMANN AUTOMOTIVE USA INC	30	21.99	13	19.13	\$573.90	WEGMANN AUTOMOT	WGT_P150
160	P125	P TYPE PASS WEIGHT	WEGMANN AUTOMOTIVE USA INC	31	19.39	-13	16.87	\$522.97	WEGMANN AUTOMOT	WGT_P125
161	P200	WHL WT REG-2.00	WEGMANN AUTOMOTIVE USA INC	19	29.99	-13	26.09	\$495.71	WEGMANN AUTOMOT	WGT_P200
162	P100	P TYPE PASS WEIGHT	WEGMANN AUTOMOTIVE USA INC	34	15.39	-13	13.39	\$455.26	WEGMANN AUTOMOT	WGT_P100
163	P175	P TYPE PASS WEIGHT	WEGMANN AUTOMOTIVE USA INC	18	27.49	-13	23.92	\$382.72	WEGMANN AUTOMOT	WGT_P175
164	P075	P TYPE PASS WEIGHT	WEGMANN AUTOMOTIVE USA INC	31	12.79	-13	11.13	\$345.03	WEGMANN AUTOMOT	WGT_P075
165	P050	P TYPE PASS WEIGHT	WEGMANN AUTOMOTIVE USA INC	43	8.89	-13	7.73	\$332.39	WEGMANN AUTOMOT	WGT_P050
166	P250	P TYPE PASS WEIGHT	WEGMANN AUTOMOTIVE USA INC	8	38.49	-13	33.49	\$267.92	WEGMANN AUTOMOT	WGT_P250
167	100360	PRE TAPED WEIGHT	WEGMANN AUTOMOTIVE USA INC	6	43.49	-13	37.84	\$227.04	WEGMANN AUTOMOT	WGT_100360
168	P225	P TYPE PASS WEIGHT	WEGMANN AUTOMOTIVE USA INC	6	34.99	-13	30.44	\$182.64	WEGMANN AUTOMOT	WGT_P225
169	27492	1/2 X 50 FT AIR	GATES RUBBER CO	6	104.99	-34	69.29	\$415.74	GATES RUBBER CO	RBR_27492
170	28212	COOLANT HOSE - SILICONE	GATES RUBBER CO	6	103.99	-34	68.63	\$411.78	GATES RUBBER CO	RBR_28212
171	K080514HD	FLEETRUNNER MICRO-V	GATES RUBBER CO	6	62.99	-34	41.57	\$374.13	GATES RUBBER CO	RBR_K080514HD
172	24846	COOLANT HOSE	GATES RUBBER CO	180	4.25	-30	2.98	\$536.40	DAYCO PRODUCTS, INC	DAY_78250GL
173	26241	HEATER HOSE	GATES RUBBER CO	35	9.6	-38	5.95	\$208.25	DAYCO PRODUCTS, INC	DAY_80241GL
174	28413	1 X 50 FT HTR	GATES RUBBER CO	130	2	-8	1.84	\$239.20	THERMOID H8D INDUS	THP_CQ1828-25

175	K090525HD	FLEETRUNNER MICRO-V	GATES RUBBER CO	5	55.49	-34	36.62	\$183.10	GATES RUBBER CO	RBR_K080525HD
176	28411	5/8 X 50 FT HTR	GATES RUBBER CO	203	1.49	-8	1.37	\$278.11	THERMOID HBD INDUS	THP_CQ1826
177	28400	3/8 X 50 FT HTR	GATES RUBBER CO	190	0.99	-34	0.65	\$123.50	GATES RUBBER CO	RBR_28400
178	24032	RADIATOR HOSE	GATES RUBBER CO	144	0.97	-30	0.68	\$97.92	DAYCO PRODUCTS, INC	DAY_76200
179	24832	COOLANT HOSE	GATES RUBBER CO	72	3.58	-30	2.51	\$180.72	DAYCO PRODUCTS, INC	DAY_78200GL
180	26242	HEATER HOSE	GATES RUBBER CO	15	11.6	-38	7.19	\$107.85	DAYCO PRODUCTS, INC	DAY_80242GL
181	28410	1/2 X 50 FT HTR	GATES RUBBER CO	150	1.49	-8	1.37	\$205.50	THERMOID HBD INDUS	THP_CQ1825
182	K090834HD	FLT RUN MICROV	GATES RUBBER CO	5	54.49	-34	35.96	\$107.88	GATES RUBBER CO	RBR_K080834HD
183	1090	WINDSHLD DEICER	CRC INDUSTRIES, INC.	147	3.99	-8	3.67	\$539.49	FRAM GROUP LLC	PRS_A5242
184	1090	BATTERY CLEANER	CRC INDUSTRIES, INC.	64	4.69	-8	4.31	\$275.84	CRC INDUSTRIES, INC.	CRC_05023
185	1080	BATTERY PROTECTOR	CRC INDUSTRIES, INC.	22	5.69	-8	5.23	\$115.06	CRC INDUSTRIES, INC.	CRC_05046
186	1134	R134A CYLINDER	NATIONAL REFRIGERANTS	30	119.99	-8	79.00	\$2,370.00	NATIONAL REFRIGERAT	PVF_134
187	3030	R134A CYLINDER	NATIONAL REFRIGERANTS	7	119.99	-8	79.00	\$553.00	NATIONAL REFRIGERAT	PVF_134
188	01014	STARTING FLUID	RADIATOR SPECIALTY CO	89	2.99	-8	2.75	\$244.75	RADIATOR SPECIALTY C	PVF_91015
189	13707	TRLR HITCH-CLASS III	CURT MANUFACTURING LLC	2	184.99	-5	175.74	\$351.48	CURT MANUFACTURING	TOW_13707
190	13100	CURT 2 RECEIVER	CURT MANUFACTURING LLC	2	189.99	-5	180.49	\$360.98	CURT MANUFACTURING	TOW_13100
191	22198	BEARING PROTECTORS	CURT MANUFACTURING LLC	19	15.99	-5	15.19	\$288.61	CURT MANUFACTURING	TOW_22198
192	15903	TRLR HITCH	CURT MANUFACTURING LLC	1	272.99	-5	259.34	\$259.34	CURT MANUFACTURING	TOW_15903
193	48560	A-BOLT MOUNT DRAWBAR	CURT MANUFACTURING LLC	2	123.99	-5	117.79	\$235.58	CURT MANUFACTURING	TOW_48560
194	121301	CURT 1-1/4 RECEIVER	CURT MANUFACTURING LLC	1	219.99	-5	208.99	\$208.99	CURT MANUFACTURING	TOW_121301
195	48200	COMBO PINTLE HOOK	CURT MANUFACTURING LLC	2	69.99	-5	66.49	\$132.98	CURT MANUFACTURING	TOW_48200
196	13368	CURT 2 RECEIVER	CURT MANUFACTURING LLC	1	169.99	-5	161.49	\$161.49	CURT MANUFACTURING	TOW_13368
197	45001	BALL MOUNT	CURT MANUFACTURING LLC	3	42.99	-5	40.84	\$122.52	CURT MANUFACTURING	TOW_45001
198	48323	ADJ. PINTLE MOUNT	CURT MANUFACTURING LLC	2	49.99	-5	47.49	\$94.98	CURT MANUFACTURING	TOW_48323
199	86890	FUEL	BALDWIN HEAVY DUTY FILTERS	3	99.99	-65	35.00	\$105.00	BALDWIN HEAVY DUTY	CFI_86899
200	83885	AIR FILTER - HD	BALDWIN HEAVY DUTY FILTERS	3	105.99	-65	37.10	\$111.30	BALDWIN HEAVY DUTY	CFI_83885
201	96008	FUEL	BALDWIN HEAVY DUTY FILTERS	3	97.99	-65	34.30	\$102.90	BALDWIN HEAVY DUTY	CFI_96008
202	85729	HYDRAULIC	BALDWIN HEAVY DUTY FILTERS	2	132.99	-65	46.55	\$93.10	BALDWIN HEAVY DUTY	CFI_85729
203	83146	AIR FILTER - HD	BALDWIN HEAVY DUTY FILTERS	2	126.99	-65	44.45	\$88.90	BALDWIN HEAVY DUTY	CFI_83146
204	83088	AIR FILTER-HD	BALDWIN HEAVY DUTY FILTERS	2	127.99	-65	44.80	\$89.60	BALDWIN HEAVY DUTY	CFI_83088
205	86231	FUEL	BALDWIN HEAVY DUTY FILTERS	4	55.99	-65	19.60	\$78.40	BALDWIN HEAVY DUTY	CFI_86231
206	86532	FUEL	BALDWIN HEAVY DUTY FILTERS	8	31.49	-65	11.02	\$66.12	BALDWIN HEAVY DUTY	CFI_86532
207	86615	FUEL FILTER	BALDWIN HEAVY DUTY FILTERS	2	113.99	-65	39.90	\$79.80	BALDWIN HEAVY DUTY	CFI_86615
208	84127	HYD FILTER - HD	BALDWIN HEAVY DUTY FILTERS	1	219.99	-65	77.00	\$77.00	BALDWIN HEAVY DUTY	CFI_84127
209	88433	AIR	BALDWIN HEAVY DUTY FILTERS	4	55.49	-65	19.42	\$77.68	BALDWIN HEAVY DUTY	CFI_88433
210	88870	AIR FILTER-HD	BALDWIN HEAVY DUTY FILTERS	2	104.99	-65	36.75	\$73.50	BALDWIN HEAVY DUTY	CFI_88870
211	88664	AIR	BALDWIN HEAVY DUTY FILTERS	2	86.99	-65	30.45	\$60.90	BALDWIN HEAVY DUTY	CFI_88664
212	87812	AIR	BALDWIN HEAVY DUTY FILTERS	1	173.99	-65	60.90	\$60.90	BALDWIN HEAVY DUTY	CFI_87812

215	90230P	CABIN AIR FILTER	ITW - SHA	4	16.99	-25	22.74	\$50.95	ITW - SHA	CFI_90230P
214	89494	AIR	BALDWIN HEAVY DUTY FILTERS	2	72.49	-65	25.37	\$50.74	BALDWIN HEAVY DUTY	CFI_89494
215	83149	AIR FILTER - HD	BALDWIN HEAVY DUTY FILTERS	2	77.49	-65	27.12	\$54.24	BALDWIN HEAVY DUTY	CFI_83149
216	88671	AIR	BALDWIN HEAVY DUTY FILTERS	3	64.49	-65	15.57	\$46.71	BALDWIN HEAVY DUTY	CFI_88671
217	87216	AIR	BALDWIN HEAVY DUTY FILTERS	1	137.99	-65	48.30	\$48.30	BALDWIN HEAVY DUTY	CFI_87216
218	86960XE	FUEL FILTER	BALDWIN HEAVY DUTY FILTERS	2	59.49	-65	24.32	\$48.64	BALDWIN HEAVY DUTY	CFI_86960XE
219	89155	COOLANT	BALDWIN HEAVY DUTY FILTERS	2	97.99	-65	34.30	\$68.60	BALDWIN HEAVY DUTY	CFI_89155
220	83108	AIR FILTER-HD	BALDWIN HEAVY DUTY FILTERS	1	116.99	-65	40.95	\$40.95	BALDWIN HEAVY DUTY	CFI_83108
221	87676	AIR	BALDWIN HEAVY DUTY FILTERS	2	66.99	-65	23.45	\$46.90	BALDWIN HEAVY DUTY	CFI_87676
222	87808	AIR	BALDWIN HEAVY DUTY FILTERS	1	118.99	-65	41.65	\$41.65	BALDWIN HEAVY DUTY	CFI_87808
223	86934	FUEL	BALDWIN HEAVY DUTY FILTERS	2	59.49	-65	20.82	\$41.64	BALDWIN HEAVY DUTY	CFI_86934
224	88556	AIR	BALDWIN HEAVY DUTY FILTERS	1	110.99	-65	38.85	\$38.85	BALDWIN HEAVY DUTY	CFI_88556
225	85849	HYDRAULIC	BALDWIN HEAVY DUTY FILTERS	1	110.99	-65	38.85	\$38.85	BALDWIN HEAVY DUTY	CFI_85849
226	87608	AIR FILTER-HD	BALDWIN HEAVY DUTY FILTERS	1	115.99	-65	40.60	\$40.60	BALDWIN HEAVY DUTY	CFI_87608
227	88397	AIR	BALDWIN HEAVY DUTY FILTERS	2	52.49	-65	18.27	\$36.74	BALDWIN HEAVY DUTY	CFI_88397
228	87600	AIR	BALDWIN HEAVY DUTY FILTERS	1	104.99	-65	36.75	\$36.75	BALDWIN HEAVY DUTY	CFI_87600
229	87586	AIR	BALDWIN HEAVY DUTY FILTERS	1	93.99	-65	32.90	\$32.90	BALDWIN HEAVY DUTY	CFI_87586
230	55900	97DB BACKUP ALARM	FIAMM TECHNOLOGIES, INC.	32	29.99	-8	27.59	\$882.88	WOLO MANUFACTURING	WLO_8A-97
231	72102	FREEWAY BLASTER HIGH HORN	FIAMM TECHNOLOGIES, INC.	27	20.79	-8	19.33	\$516.51	WOLO MANUFACTURING	WLO_385-2T
232	72012	AM80S S 2T LOW HORN	FIAMM TECHNOLOGIES, INC.	13	19.99	-8	18.39	\$239.07	WOLO MANUFACTURING	WLO_310-2T
233	72002	AM80S HIGH HORN	FIAMM TECHNOLOGIES, INC.	8	19.99	-8	18.39	\$147.12	WOLO MANUFACTURING	WLO_315-2T
234	40065	PIPE THREAD TAPE CO	ITW - SHA	42	2.59	-12	2.28	\$95.76	ITW - SHA	CPF_40065
235	440161N	EXT. 2.75 LB 10B C	KIDDE INC	23	29.99	-12	26.39	\$605.97	KIDDE INC	CPM_440161N
236	440160N	EXT. 2 LB 5B C	KIDDE INC	13	24.99	-12	21.99	\$285.87	KIDDE INC	CPM_440160N
237	05103	ELECTRONIC CLEANER	CRC INDUSTRIES, INC.	229	8.99	-8	8.27	\$1,893.83	CRC INDUSTRIES, INC.	CRC_05103
238	05023	BATTERY CLEANER	CRC INDUSTRIES, INC.	64	4.69	-8	4.21	\$362.04	CRC INDUSTRIES, INC.	CRC_05023
239	05353	CALIPER SYN GREASE 1	CRC INDUSTRIES, INC.	10	19.99	-8	18.39	\$183.90	CRC INDUSTRIES, INC.	CRC_05353
240	05019	ELECTRA-MOTIVE CLEANER	CRC INDUSTRIES, INC.	21	7.99	-8	7.35	\$154.35	CRC INDUSTRIES, INC.	CRC_05019
241	05046	EAT TERM PROTECTOR	CRC INDUSTRIES, INC.	24	5.69	-8	5.23	\$125.52	CRC INDUSTRIES, INC.	CRC_05046
242	HD202	TAPERED CONE / CUP SET	FEDERAL MOGUL CORP.	9	56.99	-25	42.74	\$356.44	FEDERAL MOGUL CORP.	BGS_HD202
243	513179	HUB ASSEMBLY	FEDERAL MOGUL (BCA)	2	140.99	-21	111.38	\$222.76	FEDERAL MOGUL (BCA)	BGS_513179
244	515097	HUB ASSEMBLY	FEDERAL MOGUL (BCA)	1	280.99	-21	221.98	\$221.98	FEDERAL MOGUL (BCA)	BGS_515097
245	515058	HUB ASSEMBLY	FEDERAL MOGUL (BCA)	1	243.99	-21	192.75	\$192.75	FEDERAL MOGUL (BCA)	BGS_515058
246	HD206	TAPRD CONE	FEDERAL MOGUL CORP.	5	47.99	-25	35.99	\$179.95	FEDERAL MOGUL CORP.	BGS_HD206
247	594-A	BEARING	FEDERAL MOGUL (BCA)	5	34.99	-25	26.24	\$131.20	FEDERAL MOGUL (BCA)	BGS_594-A
248	A4	BEARING	FEDERAL MOGUL (BCA)	12	10.99	-25	8.24	\$98.88	FEDERAL MOGUL (BCA)	BGS_A4
249	203-FF	BEARING	FEDERAL MOGUL (BCA)	18	6.99	-25	5.24	\$94.32	FEDERAL MOGUL (BCA)	BGS_203-FF
250	A6	BEARING	FEDERAL MOGUL (BCA)	9	12.99	-25	9.74	\$87.66	FEDERAL MOGUL (BCA)	BGS_A6

251	R1591-TV	BEARING	FEDERAL MOGUL (BCA)	3	31.99	-25	23.99	\$71.97	FEDERAL MOGUL (BCA)	BGS_R1561-TV
252	580	BEARING	FEDERAL MOGUL (BCA)	4	24.99	-25	18.74	\$74.96	FEDERAL MOGUL (BCA)	BGS_580
253	25580	BLARING	FEDERAL MOGUL (BCA)	4	20.99	-25	15.74	\$62.96	FEDERAL MOGUL (BCA)	BGS_25580
254	RX30222	WIPER BLADE-22	ITW GLOBAL BRANDS	164	14.99	-8	13.79	\$2,675.26	ITW GLOBAL BRANDS	RNX_RX30222
255	18462	SEAT CUSHION BEADED	CUSTOM ACCESSORIES INC	161	15.99	-12	14.07	\$2,124.57	CUSTOM ACCESSORIES	CUS_18462
256	18712	MALE PLUG	CUSTOM ACCESSORIES INC	32	4.99	-12	4.39	\$140.48	CUSTOM ACCESSORIES	CUS_18712
257	10241	AUXILIARY POWER OUTL	CUSTOM ACCESSORIES INC	17	7.99	-12	7.03	\$119.51	CUSTOM ACCESSORIES	CUS_10241
258	31570	SEAT BELT PAD ULTRASOFT	CUSTOM ACCESSORIES INC	10	7.59	-12	6.68	\$66.80	CUSTOM ACCESSORIES	CUS_31570
259	MS16	W/W SOLVENT	RADIATOR SPECIALTY CO	720	3.39	-8	3.12	\$2,246.40	RADIATOR SPECIALTY	CRAD_MS16
260	L6-66	WHITE LITH GREASE	RADIATOR SPECIALTY CO	7	6.59	-8	6.06	\$42.42	RADIATOR SPECIALTY	CRAD_L6-66
261	EB1	ENGINE DEGREASER	RADIATOR SPECIALTY CO	6	4.49	-8	4.13	\$24.72	RADIATOR SPECIALTY	CRAD_EB1
262	YH145615	BRAKE ROTOR	ITW - SHA	6	104.49	-35	67.92	\$407.52	ITW - SHA	BDR_YH145615
263	YH145698	BRAKE ROTOR	ITW - SHA	6	75.19	-35	48.87	\$293.22	ITW - SHA	BDR_YH145698
264	YH145519	BRAKE ROTOR	ITW - SHA	3	89.19	-35	57.97	\$173.91	ITW - SHA	BDR_YH145519
265	YH145731	BRAKE ROTOR	ITW - SHA	2	113.49	-35	73.77	\$147.54	ITW - SHA	BDR_YH145731
266	YH145262	BRAKE ROTOR	ITW - SHA	4	47.09	-35	30.61	\$122.44	ITW - SHA	BDR_YH145262
267	YH145630	BRAKE ROTOR	ITW - SHA	2	87.19	-35	56.67	\$113.34	ITW - SHA	BDR_YH145630
268	YH145626	BRAKE ROTOP	ITW - SHA	2	60.39	-35	39.25	\$78.50	ITW - SHA	BDR_YH145626
269	8447A	REMAN ALTERNATOR	MOTORCAR PARTS OF AMERICA, I	3	149.99	-8	137.99	\$413.97	MOTORCAR PARTS OF	ERE_8447A
270	8318A	REMAN ALTERNATOR	MOTORCAR PARTS OF AMERICA, I	1	199.99	-8	183.99	\$183.99	MOTORCAR PARTS OF	ERE_8318A
271	7795A	ALTERNATOR-RMFD	MOTORCAR PARTS OF AMERICA, I	1	181.99	-8	167.43	\$167.43	MOTORCAR PARTS OF	ERE_7795A
272	8268A	ALTERNATOR-RMFD	MOTORCAR PARTS OF AMERICA, I	1	176.99	-8	162.83	\$162.83	MOTORCAR PARTS OF	ERE_8268A
273	13871A	REMAN ALTERNATOR	MOTORCAR PARTS OF AMERICA, I	1	171.99	-8	158.23	\$158.23	MOTORCAR PARTS OF	ERE_13871A
274	11240A	ALTERNATOR-RMFD	MOTORCAR PARTS OF AMERICA, I	1	159.99	-8	147.19	\$147.19	MOTORCAR PARTS OF	ERE_11240A
275	11-317	AIR BRAKE COIL	PHILLIPS INDUSTRIES	19	34.99	-7	32.54	\$618.26	PHILLIPS INDUSTRIES	PHI_11-317
276	11-318	AIR BRAKE COIL	PHILLIPS INDUSTRIES	19	34.99	-7	32.54	\$618.26	PHILLIPS INDUSTRIES	PHI_11-318
277	12-006	BLUE SERVICE GLADHAND	PHILLIPS INDUSTRIES	71	4.29	-7	3.99	\$283.29	PHILLIPS INDUSTRIES	PHI_12-006
278	12-008	GLADHAND	PHILLIPS INDUSTRIES	63	4.29	-7	3.99	\$251.37	PHILLIPS INDUSTRIES	PHI_12-008
279	MIN10	AUTOMOTIVE FUSE	LITTELFUSE, INC.	495	0.89	-30	0.62	\$306.90	LITTELFUSE, INC.	FUS_MIN10
280	ATO10	AUTOMOTIVE FUSE	LITTELFUSE, INC.	311	0.59	-30	0.41	\$127.51	LITTELFUSE, INC.	FUS_ATO10
281	ATO15	AUTOMOTIVE FUSE	LITTELFUSE, INC.	246	0.69	-30	0.48	\$118.08	LITTELFUSE, INC.	FUS_ATO15
282	094303	ATO FUS HLD KIT	LITTELFUSE, INC.	46	3.49	-30	2.44	\$112.24	LITTELFUSE, INC.	FUS_094303
283	ATO20	AUTOMOTIVE FUSE	LITTELFUSE, INC.	232	0.69	-30	0.48	\$111.36	LITTELFUSE, INC.	FUS_ATO20
284	MIN20	AUTOMOTIVE FUSE	LITTELFUSE, INC.	174	0.89	-30	0.62	\$107.88	LITTELFUSE, INC.	FUS_MIN20
285	MAX30	AUTOMOTIVE FUSE	LITTELFUSE, INC.	38	3.99	-30	2.79	\$106.02	LITTELFUSE, INC.	FUS_MAX30
286	FHM2BP	IN-LINE FUSE HOLDER	LITTELFUSE, INC.	31	3.99	-30	2.79	\$86.49	LITTELFUSE, INC.	FUS_FHM2BP
287	FHA30BP	IN-LINE FUSE HOLDER	LITTELFUSE, INC.	31	3.99	-30	2.79	\$86.49	LITTELFUSE, INC.	FUS_FHA30BP
288	MIN30	AUTOMOTIVE FUSE	LITTELFUSE, INC.	123	0.89	-30	0.62	\$76.26	LITTELFUSE, INC.	FUS_MIN30

289	MAX50	AUTOMOTIVE FUSE	LITTELFUSE, INC.	26	3.99	-30	2.79	\$72.54	LITTELFUSE, INC.	FUS_MAX50
290	DEF002	DIESEL EXHAUST FLUID 2.5 GAL	OLD WORLD AUTOMOTIVE, INC.	183	14.99	-8	13.79	\$2,247.77	OLD WORLD AUTOMOTIVE, INC.	OWI_DEF002
291	433836	RADIATOR	AUTOMOTIVE PARTS DISTRIBUTION	2	298.99	-15	254.14	\$508.28	AUTOMOTIVE PARTS DISTRIBUTION	RDR_433836
292	43-1390	RADIATOR	AUTOMOTIVE PARTS DISTRIBUTION	2	219.99	-15	186.99	\$373.98	AUTOMOTIVE PARTS DISTRIBUTION	RDR_43-1390
293	432306	RADIATOR	AUTOMOTIVE PARTS DISTRIBUTION	1	231.99	-15	197.19	\$197.19	AUTOMOTIVE PARTS DISTRIBUTION	RDR_432306
294	432646	RADIATOR	AUTOMOTIVE PARTS DISTRIBUTION	1	189.99	-15	161.49	\$161.49	AUTOMOTIVE PARTS DISTRIBUTION	RDR_432646
295	PMD824H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	5	49.99	-35	32.49	\$162.45	GRI ENGINEERING & DEVELOPMENT	PDP_PMD824H
296	PMD757H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	3	48.99	-35	31.84	\$95.52	GRI ENGINEERING & DEVELOPMENT	PDP_PMD757H
297	PMD1066H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	2	73.99	-35	48.09	\$96.18	GRI ENGINEERING & DEVELOPMENT	PDP_PMD1066H
298	PXD1414H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	2	55.99	-35	36.39	\$72.78	GRI ENGINEERING & DEVELOPMENT	PDP_PXD1414H
299	PMD1333H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	2	69.99	-35	45.49	\$90.98	GRI ENGINEERING & DEVELOPMENT	PDP_PMD1333H
300	PMD679H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	2	48.99	-35	31.84	\$63.68	GRI ENGINEERING & DEVELOPMENT	PDP_PMD679H
301	PXD1324H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	1	71.99	-35	46.79	\$46.79	GRI ENGINEERING & DEVELOPMENT	PDP_PXD1324H
302	PXD1421H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	1	54.99	-35	35.74	\$35.74	GRI ENGINEERING & DEVELOPMENT	PDP_PXD1421H
303	PMD1229H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	1	50.99	-35	33.14	\$33.14	GRI ENGINEERING & DEVELOPMENT	PDP_PMD1229H
304	PXD1336H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	1	55.99	-35	36.39	\$36.39	GRI ENGINEERING & DEVELOPMENT	PDP_PXD1336H
305	PXD711H	BRAKE PAD	GRI ENGINEERING & DEVELOPMENT	1	48.99	-35	31.84	\$31.84	GRI ENGINEERING & DEVELOPMENT	PDP_PXD711H
TOTALS					\$14,261.54		\$10,078.57	\$152,991.18		

ATTACHMENT 2
 ITB #269-2016-070 - AUTOMOTIVE PARTS AND RELATED ACCESSORIES AND SERVICES
 NATIONAL MARKET BASKET

BID RESPONSE SHEET IS A GENERAL REPRESENTATION OF A CROSS SECTION OF VEHICLE PARTS USED NATIONWIDE. PRICING SUBMITTED ON THIS ATTACHMENT IS FOR COMPARISON AND VERIFICATION OF DISCOUNTS PROVIDED ON REQUIRED FORMS TO DETERMINE LOWEST BIDDER. PLEASE REFER TO SECTIONS 2.25 AND 3.3 FOR ALL EVALUATION AND AWARD CRITERIA.

BIDDER MUST NOT ALTER OR REVISE THIS SPREADSHEET OR FORMAT. DOING SO WILL RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE

NOTE: THE BIDDER IS RESPONSIBLE FOR CROSS REFERENCE OF ALL PART NUMBERS FOR BID RESPONSES TO ENSURE AN EXACT MATCH OF LISTED ITEMS.

Item Number	SKU	Part #	CARQUEST P/N	Part Desc	Vendor	Estimated Quantity	Retail List Price	Discount (Percentage) Should match % stated on Required Form 5 - Pricing Sheet	Unit Price for Qty of 1 (Retail Price Less Discount)	Extended Price	Manufacturer/Brand of Quoted Part (if different from column D)	Part Number for Brand Quoted
1			7644	HOG RING	AUVECO PRODUCTS	1,500	0.02	-8	0.02	\$30.00	AUVECO PRODUCTS	ABH 7644
2			15414	TRIM PANEL RETAINER	AUVECO PRODUCTS	983	0.07	-8	0.06	\$58.98	AUVECO PRODUCTS	ABH 15414
3			7595	HOG RING	AUVECO PRODUCTS	896	0.02	-8	0.02	\$17.92	AUVECO PRODUCTS	ABH 7595
4	15650470	41-110	41-110	SPARK PLUG-IRIDIUM 8 EA	General Motors Service & P	1,933	6.99	-10	6.29	\$12,158.57	GENERAL MOTORS SERVICE & PA	AC 41-110
5	10422946	41-962	41-962	Spark Plug 1 EA ACDEL	General Motors Service & P	1,749	6.79	-10	6.11	\$10,686.39	GENERAL MOTORS SERVICE & PA	AC 41-962
6	5392349	CR43TS	CR43TS	SPARK PLUG 1 EA ACDEL	General Motors Service & P	1,284	2.49	-10	2.24	\$2,876.16	GENERAL MOTORS SERVICE & PA	AC CR43TS
7	15650436	41-993	41-993	SPARK PLUG-DBL PLTNM 8	General Motors Service & P	1,268	6.79	-10	6.11	\$7,747.48	GENERAL MOTORS SERVICE & PA	AC 41-993
8	5130060	PF48E	PF48E	Engine Oil Filter 1 EA ACDEL	General Motors Service & P	871	4.19	-10	3.77	\$3,095.17	GENERAL MOTORS SERVICE & PA	AC PF48E
9	7020018	ANT 301	301	CARQUEST EXTENDED LIFE	Old World Industries, LLC	9,668	13.99	-5	13.29	\$128,487.72	OLD WORLD AUTOMOTIVE, INC.	ANT 301
10	11061796	ANT 101	101	CONVENTIONAL GREENF/S 3	Old World Industries, LLC	5,298	12.99	-5	12.34	\$65,377.32	OLD WORLD AUTOMOTIVE, INC.	ANT 101
11	7020019	ANT 401	401	EXTENDED LIFE 50/50 1 GL	Old World Industries, LLC	4,359	11.99	-5	11.39	\$49,649.01	OLD WORLD AUTOMOTIVE, INC.	ANT 401
12	7020032	ANT 501	S01	DEX-COOL F/S 1 GL CQOIL	Old World Industries, LLC	2,801	14.59	-5	14.24	\$39,896.24	OLD WORLD AUTOMOTIVE, INC.	ANT 501
13	11061797	ANT 201	201	CONVENTIONAL 50/50 1 EA	Old World Industries, LLC	2,237	11.99	-5	11.39	\$25,479.43	OLD WORLD AUTOMOTIVE, INC.	ANT 201
14	7020022	PRA083	PRA083	ANTIFREEZE F/S 1 GL PEAK	Old World Industries, LLC	2,092	14.99	-5	14.24	\$29,790.08	OLD WORLD AUTOMOTIVE, INC.	ANT PRA083
15	7020031	30803	30803	Arctic Ban -50 RV 1 GL CAM	Camco Manufacturing	2,078	4.99	-5	4.74	\$9,849.72	CAMCO MANUFACTURING	ANT 30803
16	10691379	ZXG051	ZXG051	ZX G-95 AF C 1 GL ZEREX	Valvoline Oil Company	2,051	18.99	-5	18.04	\$37,000.04	NITEC PRODUCTS LLC	ANT ZXG051
17	7020015	AF888	AF888	ANTIFRZ DEX-COOL F/S 1 GL	Fram Group/Prestone Prod	1,748	17.29	-5	16.43	\$28,719.64	FRAM GROUP LLC	ANT AF888
18	7020012	AF2000	AF2000	ANTIFREEZE EXT D F/S 1 GL	Fram Group/Prestone Prod	1,533	15.99	-5	15.19	\$23,286.27	FRAM GROUP LLC	ANT AF2000
19	7020030	FA083	00560	FLEET CHARGE 1 GL PEAK	Old World Industries, LLC	1,481	16.19	-5	15.38	\$22,777.78	OLD WORLD AUTOMOTIVE, INC.	ANT 00560
20	7020008	AF850	AF850	ANTIFRZ DEX 50/50 1 GL PR	Fram Group/Prestone Prod	1,056	15.19	-5	14.43	\$15,037.44	FRAM GROUP LLC	ANT AF850
21	7020021	PRA853	PRA853	ANTI-FREEZE 50/50 1 GL PEAK	Old World Industries, LLC	870	13.09	-5	12.44	\$10,822.80	OLD WORLD AUTOMOTIVE, INC.	ANT PRA853
22	7050038	10160	10160	ORIGINAL PROTECTANT 16	Armored AutoGroup Sales,	885	6.99	-8	6.43	\$5,531.25	ARMORED AUTO GROUP	ARM 10160
23	10565868	31HDS30	31HDS30	BATTERY 1 EA CRQST	East PENN MFG CO, INC	2,876	165.99	-33	111.21	\$319,850.96	EAST PENN MFG CO, INC	BAT 31HDS30
24	2100096	31530	31530	BATTERY-FARM & TRUCK 1	East PENN MFG CO, INC	2,489	156.99	-33	105.18	\$261,793.02	EAST PENN MFG CO, INC	BAT 31530
25			G110-12	GOLF CART BATTERY	EAST PENN MFG CO, INC	872	139.99	-33	93.79	\$81,784.88	EAST PENN MFG CO, INC	BAT G110-12
26	15670230	YH145326	YH145326	BRAKE ROTOR 1 EA WREVR	Xianghe Zichen Auto Parts C	1,274	53.19	-35	34.57	\$44,042.18	ITW - SHA	BDR YH145326
27	15670426	YH145582	YH145582	BRAKE ROTOR 1 EA WREVR	laizhou Sanli Auto Replacen	1,115	50.09	-35	32.56	\$36,226.35	ITW - SHA	BDR YH145582
28	15670252	YH145353	YH145353	BRAKE ROTOR 1 EA WREVR	Shandong Langji Machinery	875	39.29	-35	25.54	\$22,347.50	ITW - SHA	BDR YH145353
29	2040468	65-2	65-2	BATTERY-GOLD 1 EA ATOCF	Johnson Controls - Autocraf	3,699	151.99	-33	101.83	\$376,669.17	JOHNSON CONTROLS, INC.	BEP 65-2
30	2040115	65-1	65-1	BATTERY-SILVER 1 EA ATOCF	Johnson Controls - Autocraf	1,511	141.99	-33	95.13	\$143,741.43	JOHNSON CONTROLS, INC.	BEP 65-1
31	2050013	U1-3	U1-3	BATTERY-LAWN/GARDEN 1	Johnson Controls - Autocraf	1,129	53.99	-33	36.17	\$40,835.93	JOHNSON CONTROLS, INC.	BEP U1-3
32	11018021	78FT-2	78FT-2	BATTERY-GOLD ATOCF 1 FA	Johnson Controls - Autocraf	987	135.99	-33	91.11	\$89,925.57	JOHNSON CONTROLS, INC.	BEP 78FT-2
33	2130015	48H6	48H6	BATTERY-GOLD 1 FA ATOCF	Johnson Controls - Autocraf	887	164.99	-33	110.54	\$98,048.98	JOHNSON CONTROLS, INC.	BEP 48H6
34	2040409	34/78-4	34/78-4	BATTERY-SILVER 1 EA ATOCF	Johnson Controls - Autocraf	863	127.99	-33	85.75	\$74,002.25	JOHNSON CONTROLS, INC.	BEP 34/78-4
35	7040112	116	0116	CARB CLEANER 15 OZ BRYVI	Auto-Pro Automotive Sales,	1,517	4.59	-8	4.22	\$6,401.74	BERRYMAN PRODUCTS, INC	BER 0116

36		0117	R12 CARB CLEANER AFRISO	BERRYMAN PRODUCTS, INC	1,744	4.99	-8	4.59	\$6,166.96	BERRYMAN PRODUCTS, INC	BLR 0117
37	1R090015	2032BP-2	BAT-KEYLESS ENTRY 2 PA EG	energizer Battery, Inc	857	5.99	-5	5.99	\$4,876.35	ENERGIZER BATTERY CO, INC	BFS 2032BP-2
38	10532758	CNC-450	Copper Brake Coil 50 FT NIC	AGS Company	2,107	123.09	-35	80	\$168,033.88	AMERICAN GREASE STICK	BL CNC 450
39	16190036	CNC-425	BRK LINE 1/4 NICOPP 25 FT	AGS Company	1,932	63.09	-35	-1	\$79,096.98	AMERICAN GREASE STICK	BL CNC 425
40	10533162	CNC 350	Copper Brake Coil 50 FT NIC	AGS Company	1,613	90.79	-35	59	\$95,392.82	AMERICAN GREASE STICK	BL CNC 350
41	16190029	CNC-375	BRK LINE 3/16 NICOPP 25 FT	AGS Company	1,471	49.99	-35	32.5	\$47,792.79	AMERICAN GREASE STICK	BL CNC-375
42	7081146	16-PB	PB LUBE SPRAY 1 EA BLSTR	Blaster Corp	0,882	5.59	-8	5.14	\$35,373.48	BLASTER CHEMICAL COMPANIES	BLT 16PB
43		28401	HTR HOSE 5/8 X SOFT	GATES RUBBER CO	813	1.39	-8	1.28	\$1,040.64	HBD INDUSTRIES INC	THP CQ1726
44	16240009	E762P	IGNITION COIL 1 EA CQBWD	BWD Automotive Corporation	1,433	61.99	-18	50.83	\$65,789.03	STANDARD MOTOR PRODUCTS	BWD E762P
45	3996786	R3177P	RELAY 1 EA CQBWD	BWD Automotive Corporation	848	15.99	-18	13.11	\$8,335.84	STANDARD MOTOR PRODUCTS	BWD_R3177P
46		23101	UNV BATTERY TERMINAL	EAST PENN MFG CO, INC	1,286	1.39	-10	1.25	\$1,607.50	EAST PENN MFG CO, INC (CBA)	CBA 23101
47	7060335	590/ELPS007	PS FLUID 1 QT COCHE	STANDARD MOTOR PRODU	5,472	5.39	-8	4.96	\$27,141.12	WARREN UNILUBE, INC.	CBF 590
48		032	DOT 3 BRAKE FLUID QUART	RECOCHEM INC	1,779	6.69	-8	6.15	\$10,633.35	WARREN UNILUBE, INC.	WES_W20014
49		012	DOT 3 BRAKE FLD 12 OZ	RECOCHEM INC	1,253	3.29	-8	3.03	\$3,796.59	WARREN UNILUBE, INC.	WES_W20013
50		57032	POWER STEERING FLUID	WARREN UNILUBE, INC.	1,055	5.39	-8	4.96	\$5,232.80	WARREN UNILUBE, INC.	CBF 590
51	7080239	1035	CARB/CHOKE CLNR 14 OZ A	STANDARD MOTOR PRODU	4,357	3.79	-8	3.49	\$13,985.97	RADIATOR SPECIALTY CO	CCM 1035
52		1090	WINDSHLD DEICER	RADIATOR SPECIALTY CO	3,102	3.99	-8	3.67	\$11,384.34	FRAM GROUP LLC	PRS_R3177P
53	10893766	1036	Carb & Choke Low VOC 1 EA	Radiator Specialty Company	1,605	3.69	-8	3.39	\$5,440.95	RADIATOR SPECIALTY CO	CCM 1036
54		1045	GLASS CLEANER	CRC CANADA INC	1,594	4.79	-8	4.41	\$7,029.54	SPRAYWAY INC	SGC 19050
55		1005	BRAKE CLEANER CHLORINA	CRC INDUSTRIES, INC.	1,269	4.99	-8	4.59	\$5,824.71	AMREP	WES_W5089
56	7040040	4320P	CLEANER/DEGREASER 1 EA	Aiken Chemical Company, In	1,053	6.49	8	5.97	\$6,286.41	AIKEN CHEMICAL	CCM 4320P
57	10894253	1055	HD Silicone Spray 1 EA CQC	Radiator Specialty Company	1,042	4.29	-8	3.99	\$3,824.14	RADIATOR SPECIALTY CO	CCM 1055
58	10894249	1065	White Lith Grease 1 EA CQC	Radiator Specialty Company	995	4.29	-8	3.99	\$3,655.32	RADIATOR SPECIALTY CO	CCM 1065
59		1012	BRK CLEANER LOW VOC	CRC INDUSTRIES, INC.	985	4.29	-8	3.95	\$3,890.75	AMREP	WES_W7341
60	7040172	1030/AAP1	ENGINE DEGREASER 19.2 O	Radiator Specialty Company	856	3.69	-8	3.39	\$2,670.77	RADIATOR SPECIALTY CO	CCM 1030
61	10693169	85372	Lube 1 EA CQBLU	Champion Laboratories/Lub	18,051	8.19	-65	7.87	\$46,066.37	CHAMPION LABORATORIES INC	CFI 85372
62	10692576	84060	Lube 1 EA CQBLU	Champion Laboratories/Lub	11,021	7.69	-65	7.66	\$29,315.86	CHAMPION LABORATORIES INC	CFI 84060
63	10558118	84502	WX OIL FILTER-L 1 EA CQBL	Champion Laboratories/Lub	10,939	9.99	-65	3.5	\$28,286.50	CHAMPION LABORATORIES INC	CFI 84502
64	10693118	85348	Lube 1 EA CQBLU	Champion Laboratories/Lub	7,274	7.59	-65	7.66	\$19,215.84	CHAMPION LABORATORIES INC	CFI 85348
65	10557804	85372MP	WX OIL FILTER M 1 EA CQBL	Champion Laboratories/Lub	4,220	7.69	-65	7.69	\$11,351.80	CHAMPION LABORATORIES INC	CFI 85372MP
66	10692564	84182	Lube/Hydraulic 1 EA CQBLU	Champion Laboratories/Lub	3,985	18.99	-65	6.65	\$26,500.25	BALDWIN HEAVY DUTY FILTERS	CFI 84182
67		MM955	OIL SERVICE STICKERS	FILTRAN AFTERMARKET SAU	3,966	4.25	-8	3.91	\$15,507.06	WIX FILTRATION DIVISION	CFI MM955
68	10975480	83883	AIR FILTER 1 EA CQBLU	Baldwin Filters, Inc.	3,915	20.99	-57	9.03	\$35,361.48	CHAMPION LABORATORIES INC	CFI 83883
69	10693240	85394	Lube 1 EA CQBLU	Champion Laboratories/Lub	3,629	8.19	-65	2.87	\$10,415.23	CHAMPION LABORATORIES INC	CFI 85394
70	10693391	85522	Lube 1 EA CQBLU	Champion Laboratories/Lub	3,612	8.69	-65	3.04	\$10,980.48	CHAMPION LABORATORIES INC	CFI 85522
71	10558032	84899	WX OIL FILTER-L 1 EA CQBL	Champion Laboratories/Lub	2,887	6.49	-65	2.27	\$6,563.49	CHAMPION LABORATORIES INC	CFI 84899
72	10693298	85791	Lube 1 EA CQBLU	Baldwin Filters, Inc.	2,880	16.79	-65	5.88	\$16,934.40	BALDWIN HEAVY DUTY FILTERS	CFI 85791
73	10692945	85042	Lube 1 EA CQBLU	Baldwin Filters, Inc.	2,752	8.59	-65	3.01	\$8,783.52	CHAMPION LABORATORIES INC	CFI 85042
74	10692819	84744XD	Lube 1 EA CQBLU	Baldwin Filters, Inc.	2,691	75.49	-65	26.42	\$71,096.22	BALDWIN HEAVY DUTY FILTERS	CFI 84744XD
75	10692440	84202	Lube 1 EA CQBLU	Champion Laboratories/Lub	2,598	15.59	-65	5.46	\$14,185.08	BALDWIN HEAVY DUTY FILTERS	CFI 84202
76	10692555	84060MP	Lube 1 EA CQBLU	Champion Laboratories/Lub	2,475	7.09	-65	2.48	\$6,138.00	CHAMPION LABORATORIES INC	CFI 84060MP
77	10602781	85085	Lube 1 EA CQBLU	Champion Laboratories/Lub	2,474	8.19	-65	2.87	\$7,100.38	CHAMPION LABORATORIES INC	CFI 85085
78	10693247	85516	Lube 1 EA CQBLU	Champion Laboratories/Lub	2,472	7.59	-65	2.66	\$5,575.52	CHAMPION LABORATORIES INC	CFI 85516
79	10693148	85748XD	Lube 1 EA CQBLU	Baldwin Filters, Inc.	2,300	69.99	-65	24.5	\$56,350.00	BALDWIN HEAVY DUTY FILTERS	CFI 85748XD
80	10692578	84045	Lube 1 EA CQBLU	Champion Laboratories/Lub	2,277	7.49	-65	2.62	\$5,965.74	CHAMPION LABORATORIES INC	CFI 84045
81	10694548	88438	Air 1 EA CQBLU	Baldwin Filters, Inc.	2,016	31.49	-65	11.02	\$22,216.32	BALDWIN HEAVY DUTY FILTERS	CFI 88438
82		86595	WX FUEL FILTER	GK INDUSTRIES	1,980	10.49	-65	3.67	\$7,266.60	GK INDUSTRIES	CFI 86595
83		86011	BWP WX FUEL FILTER	GK INDUSTRIES	1,967	3.89	-65	1.38	\$2,675.12	GK INDUSTRIES	CFI 86011
84	10556036	84312	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	1,951	36.49	-65	12.77	\$24,914.27	BALDWIN HEAVY DUTY FILTERS	CFI 84312
85	10692951	85040	Lube 1 EA CQBLU	Champion Laboratories/Lub	1,674	7.59	-65	2.66	\$4,984.84	CHAMPION LABORATORIES INC	CFI 85040
86	10699945	85748	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,854	59.99	-65	21	\$38,934.00	BALDWIN HEAVY DUTY FILTERS	CFI 85748
87	10693122	85334	Lube 1 EA CQBLU	Champion Laboratories/Lub	1,755	9.09	-65	3.18	\$5,580.90	CHAMPION LABORATORIES INC	CFI 85334
88	10557505	88870	AIR FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	1,741	104.99	-65	36.75	\$63,981.75	BALDWIN HEAVY DUTY FILTERS	CFI 88870

89	10592826	84708	84708	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,570	91.99	-65	37.2	\$52,774.00	BALDWIN HEAVY DUTY FILTERS	CFI 84708
90	10694527	88449	88449	Air 1 EA CQBLU	Baldwin Filters, Inc.	1,570	25.99	-65	9.1	\$14,287.00	BALDWIN HEAVY DUTY FILTERS	CFI 88449
91	10592705	84526	84526	Lube 1 EA CQBLU	Champion Laboratories/Lub	1,478	9.99	-65	3.5	\$5,173.00	CHAMPION LABORATORIES INC.	CFI 84526
92	10555950	84151	84151	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	1,477	79.99	-65	10.5	\$15,509.50	BALDWIN HEAVY DUTY FILTERS	CFI 84151
93	11355738	88935	88935	Air Filter EA CQBLU	Zibo Yonghua Filter Making	1,440	14.59	-57	6.27	\$9,028.80	WIX FILTRATION DIVISION	CFI 88935
94	10557799	85060	85060	WX OIL FILTER 1 EA CQBLU	Champion Laboratories/Lub	1,404	7.59	-65	2.66	\$3,734.64	CHAMPION LABORATORIES INC.	CFI 85060
95	10557805	847505	847505	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	1,403	25.49	-65	8.92	\$12,514.76	BALDWIN HEAVY DUTY FILTERS	CFI 847505
96	10693987	86994	86994	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,403	108.99	-65	38.15	\$53,524.45	BALDWIN HEAVY DUTY FILTERS	CFI 86994
97	10693521	86231	86231	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,388	55.99	-65	19.6	\$27,204.80	BALDWIN HEAVY DUTY FILTERS	CFI 86231
98	10975577	94010	94010	OIL FILTER 2 EA CQBLU	Champion Laboratories/Lub	1,374	7.89	-65	2.76	\$3,792.24	CHAMPION LABORATORIES INC.	CFI 94010
99	10858302	87488	87488	Air Filter EA CQBLU	Zibo Yonghua Filter Making	1,321	19.59	-57	8.42	\$11,122.82	WIX FILTRATION DIVISION	CFI 87488
100	10693388	85799	85799	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,320	42.99	-65	15.05	\$19,866.00	BALDWIN HEAVY DUTY FILTERS	CFI 85799
101	10693451	85734	85734	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,309	24.59	-65	8.61	\$11,270.49	BALDWIN HEAVY DUTY FILTERS	CFI 85734
102	10592947	85036	85036	Lube 1 EA CQBLU	Champion Laboratories/Lub	1,290	7.59	-65	2.66	\$3,431.40	CHAMPION LABORATORIES INC.	CFI 85036
103	10558129	85348MP	85348MP	WX OIL FILTER M 1 EA CQBLU	Champion Laboratories/Lub	1,263	7.09	-65	2.48	\$3,132.24	CHAMPION LABORATORIES INC.	CFI 85348MP
104	10693713	86626	86626	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,253	21.39	-65	7.49	\$9,384.97	BALDWIN HEAVY DUTY FILTERS	CFI 86626
105	10693785	86966	86966	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,252	31.99	-65	11.2	\$14,022.40	BALDWIN HEAVY DUTY FILTERS	CFI 86966
106	10556236	85551	85551	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	1,244	11.39	-65	3.99	\$4,963.56	BALDWIN HEAVY DUTY FILTERS	CFI 85551
107	10692855	85064	85064	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,211	11.79	-65	4.13	\$5,001.43	BALDWIN HEAVY DUTY FILTERS	CFI 85064
108	10692439	84035	84035	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,185	13.39	-65	4.69	\$5,557.65	BALDWIN HEAVY DUTY FILTERS	CFI 84035
109	10557851	89071	89071	COOLING SYS. 1 EA CQBLU	Baldwin Filters, Inc.	1,181	18.99	-65	6.65	\$7,853.65	BALDWIN HEAVY DUTY FILTERS	CFI 89071
110	10693429	85971	85971	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,129	26.49	-65	9.27	\$10,465.83	BALDWIN HEAVY DUTY FILTERS	CFI 85971
111	10693207	85515	85515	Lube 1 EA CQBLU	Champion Laboratories/Lub	1,113	7.59	-65	2.66	\$2,960.58	CHAMPION LABORATORIES INC.	CFI 85515
112	10692905	85056	85056	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,103	15.99	-65	5.6	\$5,176.80	BALDWIN HEAVY DUTY FILTERS	CFI 85056
113	10694643	88562	88562	Air 1 EA CQBLU	Baldwin Filters, Inc.	1,101	58.99	-65	20.65	\$22,735.65	BALDWIN HEAVY DUTY FILTERS	CFI 88562
114	10693840	86472	86472	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,064	20.99	-65	7.35	\$7,870.40	BALDWIN HEAVY DUTY FILTERS	CFI 86472
115	10557942	89316	89316	CABIN AIR FILTER 1 EA CQBLU	Baldwin Filters, Inc.	1,051	35.49	-65	12.42	\$13,053.42	BALDWIN HEAVY DUTY FILTERS	CFI 89316
116	10693619	85759	85759	Hyd/Transmission 1 EA CQBLU	Baldwin Filters, Inc.	1,036	24.59	-65	8.61	\$8,919.95	BALDWIN HEAVY DUTY FILTERS	CFI 85759
117	5860563	133144	86481	FUEL FILTER 1 EA PUROL	Mann+Hummel Purolator F	1,028	13.99	-65	4.9	\$5,037.20	GK INDUSTRIES	CFI 86481
118	11355615	88134	88134	Air Filter EA CQBLU	Zibo Yonghua Filter Making	1,020	6.39	-57	2.75	\$2,805.00	WIX FILTRATION DIVISION	CFI 88134
119	10692537	84082	84082	Lube 1 EA CQBLU	Champion Laboratories/Lub	962	9.19	-65	3.22	\$3,097.64	CHAMPION LABORATORIES INC.	CFI 84082
120	10692700	84740XE	84740XE	Transmission 1 EA CQBLU	Baldwin Filters, Inc.	893	134.99	-65	47.25	\$42,194.25	BALDWIN HEAVY DUTY FILTERS	CFI 84740XE
121	10693978	86965	86965	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	875	64.49	-65	22.57	\$19,748.75	BALDWIN HEAVY DUTY FILTERS	CFI 86965
122	10693855	86818	86818	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	861	48.49	-65	16.97	\$14,611.17	BALDWIN HEAVY DUTY FILTERS	CFI 86818
123		86243	86243	BWP WX FUEL FILTER	GK INDUSTRIES	856	16.79	-65	5.89	\$5,033.28	GK INDUSTRIES	CFI 86243
124	10693707	85604	85604	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	845	53.49	-65	18.72	\$15,218.40	BALDWIN HEAVY DUTY FILTERS	CFI 86604
125	10556397	85960XE	85960XE	FUEL FILTER 1 EA CQBLU	Baldwin Filters, Inc.	844	69.49	-65	24.32	\$20,526.08	BALDWIN HEAVY DUTY FILTERS	CFI 86960XE
126	10559156	84745XD	84745XD	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	834	74.99	-65	26.25	\$21,892.50	BALDWIN HEAVY DUTY FILTERS	CFI 84745XD
127	10692643	83902	83902	Air 1 EA CQBLU	Baldwin Filters, Inc.	813	41.99	-65	14.7	\$11,951.10	BALDWIN HEAVY DUTY FILTERS	CFI 83902
128	10693739	86719	86719	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	807	27.49	-65	9.62	\$7,763.34	BALDWIN HEAVY DUTY FILTERS	CFI 86719
129	10693886	86936	86936	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	804	32.99	-65	11.55	\$9,286.20	BALDWIN HEAVY DUTY FILTERS	CFI 86936
130	10693460	85792	85792	Lube 1 EA CQBLU	Baldwin Filters, Inc.	804	28.99	-65	10.15	\$8,160.60	BALDWIN HEAVY DUTY FILTERS	CFI 85792
131	10693758	86358	86358	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	801	13.39	-65	4.69	\$3,756.69	BALDWIN HEAVY DUTY FILTERS	CFI 86358
132	9076001	5202	5202	HOSE CLAMP #4 1 EA CROST	CPI GLOBAL SOURCING, INC	4,699	0.89	-35	0.58	\$2,725.42	ITW - SHA	CHC 5202
133	89017807	5203	5203	HOSE CLAMP #6 1 EA CROST	CPI GLOBAL SOURCING, INC	3,012	0.89	-35	0.58	\$1,746.96	ITW - SHA	CHC 5203
134		1002	1002	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	2,576	0.89	-35	0.58	\$1,494.08	ITW - SHA	CHC 5202
135		1003	1003	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	2,382	0.89	-35	0.58	\$1,380.98	ITW - SHA	CHC 5203
136	9071659	5212	5212	HOSE CLAMP #12 1 EA CROST	CPI GLOBAL SOURCING, INC	2,306	0.99	-35	0.64	\$1,475.84	ITW - SHA	CHC 5212
137	9075887	5210	5210	HOSE CLAMP #10 1 EA CROST	CPI GLOBAL SOURCING, INC	2,274	0.99	-35	0.64	\$1,455.36	ITW - SHA	CHC 5210
138		1012	1012	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	2,037	0.99	-35	0.64	\$1,303.68	ITW - SHA	CHC 5212
139		1010	1010	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	2,004	0.99	-35	0.64	\$1,282.56	ITW - SHA	CHC 5210
140	9075909	5220	5220	HOSE CLAMP #70 1 EA CROST	Ningbo Win Long Machinery	1,487	0.99	-35	0.64	\$951.58	ITW - SHA	CHC 5220
141		1020	1020	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	1,332	0.99	-35	0.64	\$857.48	ITW - SHA	CHC 5220
142	9075798	5206	5206	CLAMP HOSE #6 CROST	Ningbo Win Long Machinery	1,303	0.99	-35	0.64	\$833.92	ITW - SHA	CHC 5206

143			1018	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	1,303	0.99	-35	0.64	\$833.92	ITW - SHA	CHC 5215
144			1006	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	1,138	0.39	-35	0.64	\$766.72	ITW - SHA	CHC 5206
145	9072667	5225	5228	HOSE CLAMP #28 1 EA CRO	Ningbo Win Long Machinery	1,197	0.99	-35	0.04	\$766.08	ITW - SHA	CHC 5228
146	3780000	5216	5216	HOSE CLAMP #16 1 EA CRO	Ningbo Win Long Machinery	1,038	0.39	-35	0.64	\$702.72	ITW - SHA	CHC 5216
147	9074597	5236	5236	HOSE CLAMP #36 1 EA CRO	Ningbo Win Long Machinery	1,052	1.49	-35	0.97	\$1,020.14	ITW - SHA	CHC 5236
148			1028	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	1,022	0.99	-35	0.64	\$654.08	ITW - SHA	CHC 5228
149			1036	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	947	1.49	-35	0.97	\$918.59	ITW - SHA	CHC 5236
150			1008	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	859	0.99	-35	0.64	\$549.76	ITW - SHA	CHC 5208
151			1032	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	840	0.99	-35	0.64	\$537.60	ITW - SHA	CHC 5232
152			1024	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	807	0.59	-35	0.64	\$516.48	ITW - SHA	CHC 5224
153	8020037	222220462	39812	OIL 15W40-DELO 1 GL. CHVR	Chevron Texaco Global Lubr	1,307	17.99	-8	16.55	\$21,630.85	CHEVRON MOTOR OIL	CHV_39812
154			3157	STD MINIATURE LAMP	STANDARD MOTOR PRODUC	7,859	34.99	-20	27.99	\$219,973.41	GENERAL CABLE INDUSTRIES, INC	WIR_35-4102
155			H6054	HALOGEN SEALED BEAM	STANDARD MOTOR PRODUC	3,037	11.99	-30	8.39	\$25,899.93	FEDERAL MOGUL (WAGNER LIGHT	CLB_H6054
156	10423614	9007	9007	HEADLIGHT-HALOGEN 1 EA 3M		2,433	6.89	-10	5.99	\$21,872.67	ITW - SHA	SHG_9007
157			3157NA	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,934	1.99	-10	1.79	\$5,202.46	ITW - SHA	SHG_CO-3157NA
158			H4656	HALOGEN SEALED BEAM	FEDERAL MOGUL CORP.	1,740	9.79	-30	6.85	\$11,919.00	FEDERAL MOGUL (WAGNER LIGHT	CLB_H4656
159			53	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,719	2.19	-30	1.53	\$2,630.07	FEDERAL MOGUL (WAGNER LIGHT	CLB_53
160			194NA	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,377	1.99	-10	1.79	\$3,704.13	ITW - SHA	SHG_CO-194NA
161			912	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,209	1.69	-10	1.49	\$2,708.16	ITW - SHA	SHG_CO-912
162			37	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,173	1.29	-10	1.13	\$1,994.10	ITW - SHA	SHG_CO-37
163			1033	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,161	1.69	-10	1.49	\$2,600.64	ITW - SHA	SHG_CO-1003
164			906	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,136	1.69	-10	1.49	\$2,544.64	ITW - SHA	SHG_CO-906
165			3156	MINIATURE LAMP	FEDERAL MOGUL CORP.	1,002	1.99	-10	1.79	\$2,695.38	ITW - SHA	SHG_CO-3156
166			15001	NYLON STRAINER - MED	CPI GLOBAL SOURCING, INC	2,050	0.08	-15	0.07	\$143.50	NATIONAL OAK DISTRIBUTORS	NOQ_GER010701
167			PADDLES12K	12 IN PAINT PADDLE - BOX	CPI GLOBAL SOURCING, INC	2,020	0.05	-15	0.04	\$80.80	NATIONAL OAK DISTRIBUTORS	NOQ_NOPSTICKS
168	9012478	523	50016	SNOW BRUSH 1 EA SUB20	Hopkins Manufacturing Cor	1,112	4.99	-12	4.39	\$4,881.68	HOPKINS MANUFACTURING CORP	CPS_523
169	8130005	CQ630	CQ630	OIL 10W30 1 QT CQOIL	Amalie Oil Company	28,012	3.39	0	3.99	\$111,767.88	AMALIE OIL COMPANY	COO_CQ630
170	8130016	CQ610	CQ610	OIL 5W20 1 QT CQOIL	Amalie Oil Company	27,396	3.99	0	3.99	\$109,310.04	AMALIE OIL COMPANY	COO_CQ610
171	8130004	CQ620	CQ620	OIL 5W30 1 QT CQOIL	Amalie Oil Company	26,534	3.99	0	3.99	\$105,370.66	AMALIE OIL COMPANY	COO_CQ620
172	8130008	CQ420	CQ420	DEX III/MERCON 1 QT CQO	Amalie Oil Company	12,439	5.29	0	5.29	\$64,558.43	AMALIE OIL COMPANY	COO_CQ420
173	10011530	CQ930	CQ930	OIL 5W30 FULL SYN 1 QT CQ	Amalie Oil Company	10,948	5.49	0	5.49	\$60,104.52	AMALIE OIL COMPANY	COO_CQ930
174	8130002	CQ530	CQ530	OIL 30W-HD 1 QT CQOIL	Amalie Oil Company	7,201	3.99	0	3.99	\$28,731.99	AMALIE OIL COMPANY	COO_CQ530
175	10011523	CQ920	CQ920	OIL 5W20 FULL SYN 1 QT CQ	Amalie Oil Company	6,675	5.49	0	5.49	\$36,645.75	AMALIE OIL COMPANY	COO_CQ920
176	10011536	CQ426	CQ426	ATF DEX VI 1 QT CQOIL	Amalie Oil Company	5,769	6.39	0	6.09	\$40,325.31	AMALIE OIL COMPANY	COO_CQ426
177	10653391	CQ645	CQ645	HEAVY DUTY OIL 15W40 1 Q	Amalie Oil Company	5,413	3.99	0	3.99	\$21,597.87	AMALIE OIL COMPANY	COO_CQ645
178	8150021	CQ450	CQ450	ATF MERCON V 1 QT CQOIL	Amalie Oil Company	4,826	5.99	0	5.99	\$28,907.74	AMALIE OIL COMPANY	COO_CQ450
179	8130006	CQ640	CQ640	OIL 10W40 1 QT CQOIL	Amalie Oil Company	4,378	3.99	0	3.99	\$17,468.22	AMALIE OIL COMPANY	COO_CQ640
180	8130016	CQ645-1G/10Z	CQ645-1G	15W40 HD Motor Oil Gallon	Amalie Oil Company	4,350	14.99	0	14.99	\$65,341.43	AMALIE OIL COMPANY	COO_CQ645-1G
181	8150024	CQ440	CQ440	ATF 4 1 QT CQOIL	Amalie Oil Company	4,064	5.99	0	5.99	\$25,156.16	AMALIE OIL COMPANY	COO_CQ440
182	10617737	CQ900	CQ900	OIL 0W20 FULL SYN 1 QT CQ	Amalie Oil Company	3,589	5.49	0	5.49	\$20,252.61	AMALIE OIL COMPANY	COO_CQ900
183	8130007	CQ650	CQ650	OIL 20W50 1 QT CQOIL	Amalie Oil Company	2,672	3.99	0	3.99	\$6,671.28	AMALIE OIL COMPANY	COO_CQ650
184	10011534	CQ940	CQ940	OIL 10W30 FULL SYN 1 QT CQ	Amalie Oil Company	1,572	5.49	0	5.49	\$8,630.28	AMALIE OIL COMPANY	COO_CQ940
185	10062201	CQ620-SQT	CQ620-SQT	OIL 5W30 5 QT CQOIL	Amalie Oil Company	898	19.99	0	19.99	\$17,951.02	AMALIE OIL COMPANY	COO_CQ620-SQT
186	7060459	05089	05089	BRAKLEEN SPRAY CHLERN 19	CRC Industries	3,297	5.79	-8	5.33	\$17,573.01	CRC INDUSTRIES, INC.	CRC_05089
187	7060040	05084	05084	BRAKLEEN LOW VOC 14 OZ	CRC Industries	1,444	4.79	-8	4.41	\$6,368.04	CRC INDUSTRIES, INC.	CRC_05084
188			03095	HEAVY DUTY DEGREASER 19	CRC Industries	960	14.99	-8	13.79	\$13,738.40	CRC INDUSTRIES, INC.	CRC_03095
189	7071019	05023	05023	BATTERY CLEANER 11 OZ CR	CRC Industries	907	4.69	-8	4.31	\$3,909.17	CRC INDUSTRIES, INC.	CRC_05023
190	7060021	05088	05088	BRAKLEEN NON CHLORIN	CRC Industries	875	4.79	-8	4.41	\$3,858.75	CRC INDUSTRIES, INC.	CRC_05088
191	8020159	6144	082	OIL 5W30-GTX 1 QT CSTR	BP Lubricants USA Inc.	937	5.99	-8	5.51	\$5,162.87	CASTROL, INC	CTL_082
192	8020016	6140	107	OIL 5W20-GTX 1 QT CSTR	BP Lubricants USA Inc.	936	5.99	-8	5.51	\$5,157.36	CASTROL, INC	CTL_107
193	8020477	6145	092	OIL 10W30-GTX 1 QT CSTR	BP Lubricants USA Inc.	929	5.99	-8	5.51	\$5,118.79	CASTROL, INC	CTL_092
194			24608	O-RING	FOUR SEASONS	1,236	0.26	-15	0.21	\$383.16	FOUR SEASONS	CTI_24608
195	5072115	22-1	22-1	WIPER BLADE-22" 1 EA XFIF	TRICO Products Corporation	10,405	11.99	-28	8.63	\$89,795.15	TRICO PRODUCTS	CWP_22-1
196	5072042	20-1	20-1	WIPER BLADE-20" 1 EA XFIF	TRICO Products Corporation	5,016	9.99	-28	7.19	\$36,065.04	TRICO PRODUCTS	CWP_20-1

197	5071917	18-1	18-1	WIPER BLADE-18" 1 EA XFIF	TRICO Products Corporation	3,958	9.95	-25	7.19	\$21,431.62	TRICO PRODUCTS	CWP 18-1
198	5070219	18-220	18-220	WIPER BLADE-22" BEAM 1	TRICO Products Corporation	3,011	17.99	-28	12.95	\$38,992.45	TRICO PRODUCTS	CWP 18-220
199	1603003	AC1022	AC1022	WIPER BLADE-22" WNTR 1	TRICO Products Corporation	1,959	13.99	-26	10.07	\$19,727.13	TRICO PRODUCTS	CWP AC1022
200	5072158	24-1	24-1	WIPER BLADE-24" 1 EA XFIF	TRICO Products Corporation	1,953	12.99	-25	9.55	\$18,307.30	TRICO PRODUCTS	CWP 24-1
201	5072301	21-1	21-1	WIPER BLADE-21" 1 EA XFIF	TRICO Products Corporation	1,650	10.99	-28	7.91	\$13,051.50	TRICO PRODUCTS	CWP 21-1
202	1503002	AC1020	AC1020	WIPER BLADE-20" WNTR 1	TRICO Products Corporation	1,489	11.99	-28	8.63	\$12,850.07	TRICO PRODUCTS	CWP AC1020
203	5070174	16-220	16-220	WIPER BLADE-22" NEOF 1	TRICO Products Corporation	1,311	21.99	-28	15.83	\$20,753.13	TRICO PRODUCTS	CWP 16-220
204	5070217	18-200	18-200	WIPER BLADE-20" BEAM 1	TRICO Products Corporation	1,195	15.99	-28	11.51	\$13,754.45	TRICO PRODUCTS	CWP 18-200
205	5071984	19-1	19-1	WIPER BLADE-19" 1 EA XFIF	TRICO Products Corporation	979	9.99	-28	7.19	\$7,039.01	TRICO PRODUCTS	CWP 19-1
206	16140134	611-016	611-016	LUG NUT 25 PA ATGGD	R & B Inc., Motormite	899	1.25	-13	1.09	\$979.91	DORMAN PRODUCTS, INC.	DOR 611-016
207		611-197	611-197	WHEEL NUT	DORMAN PRODUCTS	791	2.09	-13	1.82	\$1,439.62	DORMAN PRODUCTS, INC.	DOR 611-197
208	7140029	DA1600	DA1600	ACRYL ENAM-GLOSS BLK 12	Diversified Brands/Dupli-Co	1,722	5.99	-8	5.51	\$9,515.77	DIVERSIFIED BRANDS	DPL DA1600
209	7143842	BT42	BT42	BRITE TOUCH-GLS BLK 10 O	Diversified Brands/Dupli-Co	1,517	3.49	-8	3.21	\$4,869.57	DIVERSIFIED BRANDS	DPL BT42
210		CL45	CL45	50 PVC SPLIT LOOM	STANDARD MOTOR PRODUCT	17,735	0.29	-20	0.23	\$4,079.05	STANDARD MOTOR PRODUCTS	EC CL45
211		CL55	CL55	WIRE LOOM	STANDARD MOTOR PRODUCT	13,004	0.38	-20	0.3	\$3,901.20	STANDARD MOTOR PRODUCTS	EC CL55
212		C14-2E	C14-2E	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODUCT	12,242	0.79	-20	0.63	\$7,712.46	STANDARD MOTOR PRODUCTS	EC C14-2E
213		STP131HC	STP131HC	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCT	9,020	0.89	-20	0.71	\$6,404.20	STANDARD MOTOR PRODUCTS	EC STP131HC
214		STP131	STP131	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODUCT	7,784	0.15	-20	0.12	\$934.08	STANDARD MOTOR PRODUCTS	EC STP131
215		C16-2E	C16-2E	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODUCT	7,001	0.69	-20	0.55	\$3,850.55	STANDARD MOTOR PRODUCTS	EC C16-2E
216		CL16	CL16	50 LOOM	STANDARD MOTOR PRODUCT	5,070	0.4	-20	0.32	\$1,622.40	STANDARD MOTOR PRODUCTS	EC CL16
217		STP130HC	STP130HC	BUTT SPLICE TERMINAL	IDEAL CLAMP PRODUCTS, IN	4,850	0.89	-20	0.71	\$3,443.50	STANDARD MOTOR PRODUCTS	EC STP130HC
218		C10ER	C10ER	PRIMARY WIRE	EMHART TECHNOLOGIES LLC	4,521	0.59	-20	0.47	\$2,124.87	STANDARD MOTOR PRODUCTS	EC C10ER
219		BPP74	BPP74	BATT CLIP AND ACCY	HBD INDUSTRIES INC	3,551	0.3	-20	0.24	\$852.24	STANDARD MOTOR PRODUCTS	EC BPP74
220		C12-2E	C12-2E	2 WIRE CABLE	STANDARD MOTOR PRODUCT	3,407	1.09	-20	0.87	\$2,964.09	STANDARD MOTOR PRODUCTS	EC C12-2E
221		CL115	CL115	WIRE LOOM	STANDARD MOTOR PRODUCT	3,135	0.47	-20	0.28	\$1,191.30	STANDARD MOTOR PRODUCTS	EC CL115
222		STP145	STP145	GEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	2,763	0.73	-20	0.18	\$497.34	STANDARD MOTOR PRODUCTS	EC STP145
223		C8ER	C8ER	PRIMARY WIRE	STANDARD MOTOR PRODUCT	2,752	0.89	-20	0.71	\$1,953.92	STANDARD MOTOR PRODUCTS	EC C8ER
224		CL12S	CL12S	50' PVC SPLIT LOOM	STANDARD MOTOR PRODUCT	2,737	0.69	-20	0.55	\$1,505.35	STANDARD MOTOR PRODUCTS	EC CL12S
225		C8EB	C8EB	PRIMARY WIRE	STANDARD MOTOR PRODUCT	2,544	0.89	-20	0.71	\$1,806.24	STANDARD MOTOR PRODUCTS	EC C8EB
226		CL6S	CL6S	50' PVC SPLIT LOOM	STANDARD MOTOR PRODUCT	2,523	0.4	-20	0.32	\$807.36	STANDARD MOTOR PRODUCTS	EC CL6S
227		STP132HC	STP132HC	HFAT SHRINK TERMINAL	STANDARD MOTOR PRODUCT	2,447	0.89	-20	0.71	\$1,737.37	STANDARD MOTOR PRODUCTS	EC STP132HC
228		STP130	STP130	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	2,310	0.14	-20	0.11	\$254.10	STANDARD MOTOR PRODUCTS	EC STP130
229		CL10S	CL10S	50' PVC SPLIT LOOM	STANDARD MOTOR PRODUCT	2,283	0.41	-20	0.33	\$753.39	STANDARD MOTOR PRODUCTS	EC CL10S
230		C10EB	C10EB	PRIMARY WIRE	STANDARD MOTOR PRODUCT	2,274	0.59	-20	0.47	\$1,058.78	STANDARD MOTOR PRODUCTS	EC C10EB
231		C14EY	C14EY	100' 14 GAUGE WIRE	STANDARD MOTOR PRODUCT	2,050	0.26	-20	0.21	\$430.50	STANDARD MOTOR PRODUCTS	EC C14EY
232		SST91	SST91	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,950	0.15	-20	0.12	\$234.00	STANDARD MOTOR PRODUCTS	EC SST91
233		C16EY	C16EY	PRIMARY WIRE	STANDARD MOTOR PRODUCT	1,900	0.18	-20	0.14	\$266.00	STANDARD MOTOR PRODUCTS	EC C16EY
234		C14EBR	C14EBR	PRIMARY WIRE	STANDARD MOTOR PRODUCT	1,897	0.26	-20	0.21	\$398.37	STANDARD MOTOR PRODUCTS	EC C14EBR
235		CF18-2P	CF18-2P	100' SPKR WIRE 18GA	STANDARD MOTOR PRODUCT	1,679	0.59	-20	0.47	\$789.13	STANDARD MOTOR PRODUCTS	EC CF18-2P
236		STP197	STP197	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,650	0.18	-20	0.14	\$231.00	STANDARD MOTOR PRODUCTS	EC STP197
237		STP196D	STP196D	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODUCT	1,500	0.15	-20	0.12	\$180.00	STANDARD MOTOR PRODUCTS	EC STP196D
238		C14ET	C14ET	PRIMARY WIRE	STANDARD MOTOR PRODUCT	1,497	0.26	-20	0.21	\$314.37	STANDARD MOTOR PRODUCTS	EC C14ET
239		STP140	STP140	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,481	0.14	-20	0.11	\$162.91	STANDARD MOTOR PRODUCTS	EC STP140
240		STP196	STP196	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,450	0.15	-20	0.12	\$174.00	STANDARD MOTOR PRODUCTS	EC STP196
241		STP132	STP132	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,422	0.18	-20	0.14	\$199.08	STANDARD MOTOR PRODUCTS	EC STP132
242		C14-3J	C14-3J	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODUCT	1,400	1.49	-20	1.19	\$1,666.00	STANDARD MOTOR PRODUCTS	EC C14-3J
243		CS4RV	CS4RV	BULK BATTERY CABLE	STANDARD MOTOR PRODUCT	1,301	7.59	-20	2.07	\$2,693.07	STANDARD MOTOR PRODUCTS	EC CS4RV
244		C12EBR	C12EBR	PRIMARY WIRE	STANDARD MOTOR PRODUCT	1,300	0.4	-20	0.32	\$436.00	STANDARD MOTOR PRODUCTS	EC C12EBR
245		C16EBR	C16EBR	100' 16 GAUGE WIRE	STANDARD MOTOR PRODUCT	1,300	0.18	-20	0.14	\$182.00	STANDARD MOTOR PRODUCTS	EC C16EBR
246		CF20-2P	CF20-2P	100' SPKR WIRE 20GA	STANDARD MOTOR PRODUCT	1,200	0.29	-20	0.23	\$299.00	STANDARD MOTOR PRODUCTS	EC CF20-2P
247		STP131H	STP131H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCT	1,281	1.19	-20	0.95	\$1,216.95	STANDARD MOTOR PRODUCTS	EC STP131H
248		CS4V	CS4V	BULK BATTERY CABLE	STANDARD MOTOR PRODUCT	1,224	7.59	-20	2.07	\$2,533.68	STANDARD MOTOR PRODUCTS	EC CS4V
249		BP307	BP307	BATTERY CABLE LUG	STANDARD MOTOR PRODUCT	1,205	1.09	-20	0.87	\$1,048.35	STANDARD MOTOR PRODUCTS	EC BP307
250		C12EY	C12EY	100' 12 GAUGE WIRE	STANDARD MOTOR PRODUCT	1,200	0.4	-20	0.32	\$384.00	STANDARD MOTOR PRODUCTS	EC C12EY

251		STP143	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,341	0.31	-20	0.24	\$273.81	STANDARD MOTOR PRODUCTS	EC_STP143
252		C12-7L	BULK TRAILER CABLE	STANDARD MOTOR PRODU	1,339	4.89	-20	3.91	\$4,453.49	STANDARD MOTOR PRODUCTS	EC_C12-7L
253		C66R	PRIMARY WIRE	STANDARD MOTOR PRODU	1,330	1.69	-20	1.35	\$1,625.50	STANDARD MOTOR PRODUCTS	EC_C66R
254		STP141	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,325	0.14	-20	0.11	\$123.75	STANDARD MOTOR PRODUCTS	EC_STP141
255		STP124	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,324	0.14	-20	0.11	\$123.64	STANDARD MOTOR PRODUCTS	EC_STP124
256		STP125	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,100	0.14	-20	0.11	\$121.00	STANDARD MOTOR PRODUCTS	EC_STP125
257		C14-6L	BULK TRLR 6 CBL	STANDARD MOTOR PRODU	1,094	3.19	-20	2.55	\$2,789.70	STANDARD MOTOR PRODUCTS	EC_C14-6L
258		STP130H	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODU	1,005	1.19	-20	0.95	\$955.70	STANDARD MOTOR PRODUCTS	EC_STP130H
259		C185	250' LOOM	STANDARD MOTOR PRODU	1,000	0.31	-20	0.25	\$250.00	STANDARD MOTOR PRODUCTS	EC_C185
260		C14-4E	4 WIRE CABLE	STANDARD MOTOR PRODU	952	1.89	-20	1.51	\$1,437.52	STANDARD MOTOR PRODUCTS	EC_C14-4E
261		STP144	SLIDE-ON TERMINAL	STANDARD MOTOR PRODU	925	0.23	-20	0.18	\$166.50	STANDARD MOTOR PRODUCTS	EC_STP144
262		C14EP	100 14 GAUGE WIRE	STANDARD MOTOR PRODU	900	0.26	-20	0.21	\$189.00	STANDARD MOTOR PRODUCTS	EC_C14EP
263		C10-2E	2 WIRF CABLE	STANDARD MOTOR PRODU	850	1.49	-20	1.19	\$1,023.40	STANDARD MOTOR PRODUCTS	EC_C10-2E
264		C113S	50 PVC SPLIT LOOM	STANDARD MOTOR PRODU	825	0.69	-20	0.55	\$453.75	STANDARD MOTOR PRODUCTS	EC_C113S
265		CG9	SILICONE SEAL	STANDARD MOTOR PRODU	819	0.59	-20	0.47	\$384.93	STANDARD MOTOR PRODUCTS	EC_CG9
266		C10FW	PRIMARY WIRE	STANDARD MOTOR PRODU	800	0.59	-20	0.47	\$376.00	STANDARD MOTOR PRODUCTS	EC_C10FW
267		C14-4J	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODU	792	1.99	-20	1.59	\$1,259.28	STANDARD MOTOR PRODUCTS	EC_C14-4J
268	31390013	AP103	SPARK PLUG-PLATINUM 1 E	Fram Group/Autolite	1,650	2.99	-10	2.69	\$4,438.50	FRAM GROUP LLC	FRA_AP103
269	5393906	AP104	SPARK PLUG-PLATINUM 1 E	Fram Group/Autolite	1,471	2.99	-10	2.69	\$3,956.99	FRAM GROUP LLC	FRA_AP104
270	5140064	PH2	OIL FLTR-EXTRA GUARD 1 E	Fram Group/Fram Filters	1,145	4.29	-10	3.86	\$4,419.70	FRAM GROUP LLC	FRA_PH2
271	15650023	APP104	SPARK PLUG-DLB PLTNR 1 E	Fram Group/Autolite	1,037	4.69	-10	4.22	\$4,376.14	FRAM GROUP LLC	FRA_APP104
272		MIN20	AUTOMOTIVE FUSE	CPI GLOBAL SOURCING, INC	2,143	0.89	-30	0.62	\$1,328.66	LITTELFUSE, INC.	FUS_MIN20
273		MIN10	AUTOMOTIVE FUSE	CPI GLOBAL SOURCING, INC	2,008	0.89	-30	0.62	\$1,244.96	LITTELFUSE, INC.	FUS_MIN10
274		MIN15	AUTOMOTIVE FUSE	CPI GLOBAL SOURCING, INC	1,670	0.89	-30	0.62	\$1,035.40	LITTELFUSE, INC.	FUS_MIN15
275		MIN30	AUTOMOTIVE FUSE	CPI GLOBAL SOURCING, INC	1,118	0.89	-30	0.62	\$693.16	LITTELFUSE, INC.	FUS_MIN30
276	7040539	800002230	CARB/CHOKE SPRY CLNR 10	ITW Global Brands	1,275	4.79	-8	4.41	\$5,622.75	ITW GLOBAL BRANDS	GUM_800002230
277		59582	T RIVETS	IDEAL CLAMP PRODUCTS, IN	2,427	0.39	-5	0.37	\$897.99	EMHART TEKNOLOGIES LLC	HC_59582
278		60491	ALUM RIVETS	EMHART TEKNOLOGIES LLC	1,000	0.11	-5	0.11	\$100.00	EMHART TEKNOLOGIES LLC	HC_60491
279		59466	STEEL RIVETS	EMHART TEKNOLOGIES LLC	837	0.31	-5	0.29	\$242.73	EMHART TEKNOLOGIES LLC	HC_59466
280	7081294	28202	ISO HEET GAS ANTIFRZ 12 O	Gold Eagle Company	1,033	3.09	-8	2.84	\$2,933.72	GOLD EAGLE PRODUCTS	HEE_28202
281		70391	6M2TXREEL	GATES RUBBER CO	50,370	0.59	-42	0.34	\$17,125.80	GATES RUBBER CO	HHC_70391
282		70392	8M2TXREEL	GATES RUBBER CO	43,699	0.59	-42	0.34	\$14,857.66	GATES RUBBER CO	HHC_70392
283		70606	6G2XREEL	GATES RUBBER CO	35,860	0.59	-42	0.34	\$12,192.40	GATES RUBBER CO	HHC_70606
284		70607	8G2XREEL	GATES RUBBER CO	33,809	0.59	-42	0.34	\$11,495.06	GATES RUBBER CO	HHC_70607
285		70394	12M2TXREEL	GATES RUBBER CO	20,639	0.99	-42	0.57	\$11,764.23	GATES RUBBER CO	HHC_70394
286		70608	12G2XREEL	GATES RUBBER CO	17,627	0.99	-42	0.57	\$10,047.39	GATES RUBBER CO	HHC_70608
287		70605	4G2XREEL	GATES RUBBER CO	16,175	0.44	-42	0.26	\$4,205.50	GATES RUBBER CO	HHC_70605
288		86623	8G2 X50FT	GATES RUBBER CO	15,362	0.69	-42	0.4	\$6,144.90	GATES RUBBER CO	HHC_86623
289		70390	4M2TXREEL	GATES RUBBER CO	12,800	0.43	-42	0.25	\$3,200.00	GATES RUBBER CO	HHC_70390
290		85602	8M2T X50FT	GATES RUBBER CO	11,274	0.69	-42	0.4	\$4,509.60	GATES RUBBER CO	HHC_85602
291		86622	6G2 X50FT	GATES RUBBER CO	10,820	0.59	-42	0.34	\$3,678.80	GATES RUBBER CO	HHC_86622
292		70395	16M2TXREEL	GATES RUBBER CO	9,079	1.29	-42	0.75	\$6,809.25	GATES RUBBER CO	HHC_70395
293		70389	8M2T-MTFXREEL	GATES RUBBER CO	7,920	0.79	-42	0.46	\$3,643.20	GATES RUBBER CO	HHC_70389
294		85605	16M2T X50FT	GATES RUBBER CO	7,551	1.29	-42	0.75	\$5,663.25	GATES RUBBER CO	HHC_85605
295		86621	4G2 X50FT	GATES RUBBER CO	7,185	0.48	-42	0.28	\$2,011.80	GATES RUBBER CO	HHC_86621
296		85604	12M2T X50FT	GATES RUBBER CO	7,074	1.09	-42	0.63	\$4,456.62	GATES RUBBER CO	HHC_85604
297		70609	16G2XREEL	GATES RUBBER CO	6,417	1.29	-42	0.75	\$4,812.75	GATES RUBBER CO	HHC_70609
298		85601	6M2T X50FT	GATES RUBBER CO	6,390	0.59	-42	0.34	\$2,172.60	GATES RUBBER CO	HHC_85601
299		86624	12G2 X50FT	GATES RUBBER CO	5,695	1.09	-42	0.63	\$3,587.85	GATES RUBBER CO	HHC_86624
300		85600	4M2T X50FT	GATES RUBBER CO	5,540	0.47	-42	0.27	\$1,495.80	GATES RUBBER CO	HHC_85600
301		86625	16G2 X50FT	GATES RUBBER CO	5,278	1.39	-42	0.81	\$4,275.18	GATES RUBBER CO	HHC_86625
302		86634	8G2 X100FT	GATES RUBBER CO	4,824	0.69	-42	0.4	\$1,925.60	GATES RUBBER CO	HHC_86634
303		86626	10G2 X50FT	GATES RUBBER CO	4,374	0.79	-42	0.46	\$2,012.04	GATES RUBBER CO	HHC_86626
304		G81800-0016	HG-16	GATT'S RUBBER CO	3,836	0.21	-42	0.12	\$460.32	GATES RUBBER CO	HHC_G81800-0016

305		70565	6M3K-MTFXREEL	GATES RUBBER CO	3,828	0.49	-42	0.28	\$1,071.84	GATES RUBBER CO	HHC 70565	
306		G81800-0014	HG-14	GATES RUBBER CO	3,602	0.18	-42	0.1	\$360.20	GATES RUBBER CO	HHC G81800-0014	
307		86632	6G2 X100FT	GATES RUBBER CO	3,600	0.59	-42	0.34	\$5,724.00	GATES RUBBER CO	HHC 86632	
308		70510	10G2XREEL	GATES RUBBER CO	3,356	0.79	-42	0.46	\$1,848.36	GATES RUBBER CO	HHC 70510	
309		85421	16FG4K X25FT	GATES RUBBER CO	3,267	2.09	-42	1.21	\$3,953.07	GATES RUBBER CO	HHC 85421	
310		85603	10M2T X50FT	GATES RUBBER CO	3,266	0.79	-42	0.46	\$1,502.36	GATES RUBBER CO	HHC 85603	
311		70487	8M3KXREEL	GATES RUBBER CO	3,052	0.45	-42	0.26	\$796.12	GATES RUBBER CO	HHC 70487	
312		71011	2TH7XCTN	GATES RUBBER CO	3,000	0.17	-42	0.1	\$300.00	GATES RUBBER CO	HHC 71011	
313		H30002-04	4NABTA X100FT	GATES RUBBER CO	2,994	0.45	-42	0.26	\$778.44	GATES RUBBER CO	HHC H30002-04	
314		85625	6M3K X50FT	GATES RUBBER CO	2,952	0.42	-42	0.24	\$708.48	GATES RUBBER CO	HHC 85625	
315		70408	12M2T-MTFXREEL	GATES RUBBER CO	2,640	1.79	-42	0.75	\$1,980.00	GATES RUBBER CO	HHC 70408	
316		70560	12M3K-MTFXREEL	GATES RUBBER CO	2,640	1.39	-42	0.81	\$2,138.40	GATES RUBBER CO	HHC 70560	
317		70571	8M3K-XTFXREEL	GATES RUBBER CO	2,640	0.5	-42	0.29	\$765.60	GATES RUBBER CO	HHC 70571	
318		70958	8M4KH-MTFXREEL	GATES RUBBER CO	2,640	0.89	-42	0.52	\$1,372.80	GATES RUBBER CO	HHC 70958	
319		85480	12EFG4K X25FT	GATES RUBBER CO	2,309	1.69	-42	0.98	\$2,262.82	GATES RUBBER CO	HHC 85480	
320		85964	8LOLA X50FT	GATES RUBBER CO	2,295	0.19	-42	0.14	\$344.25	GATES RUBBER CO	HHC 85964	
321		85963	6LOLA X50FT	GATES RUBBER CO	2,136	0.22	-42	0.13	\$277.68	GATES RUBBER CO	HHC 85963	
322		G81801-0016	HG 16 X25FT	GATES RUBBER CO	2,042	0.23	-42	0.13	\$265.46	GATES RUBBER CO	HHC G81801-0016	
323		70907	16M3KHREEL	GATES RUBBER CO	1,980	1.39	-42	0.81	\$1,603.80	GATES RUBBER CO	HHC 70907	
324		70843	6PC3000 BLU REEL	GATES RUBBER CO	1,938	0.27	-42	0.16	\$310.08	GATES RUBBER CO	HHC 70843	
325		H30002-06	6NABTA X100FT	GATES RUBBER CO	1,833	0.89	-42	0.52	\$953.16	GATES RUBBER CO	HHC H30002-06	
326		G25170-0606	6G-6FX	GATES RUBBER CO	1,587	9.79	-42	5.68	\$9,014.16	GATES RUBBER CO	HHC G25170-0606	
327		G25170-0808	8G-8FX	GATES RUBBER CO	1,541	12.79	-42	7.42	\$11,434.22	GATES RUBBER CO	HHC G25170-0808	
328		85536	8M2T-MTF X50FT	GATES RUBBER CO	1,340	0.79	-42	0.46	\$616.40	GATES RUBBER CO	HHC 85536	
329		H30002-08	8NABTA X100FT	GATES RUBBER CO	1,221	1.29	-42	0.75	\$915.75	GATES RUBBER CO	HHC H30002-08	
330		70137	32GMVX100FT	GATES RUBBER CO	1,200	2.69	-42	1.56	\$1,872.00	GATES RUBBER CO	HHC 70137	
331		70842	6PC3000 BLK REEL	GATES RUBBER CO	1,200	0.27	-42	0.16	\$192.00	GATES RUBBER CO	HHC 70842	
332		85539	16M2T-MTF X50FT	GATES RUBBER CO	1,200	1.69	-42	0.98	\$1,176.00	GATES RUBBER CO	HHC 85539	
333		85620	4M4K-MTF X50FT	GATES RUBBER CO	1,200	1.49	-42	0.86	\$1,032.00	GATES RUBBER CO	HHC 85620	
334		85723	6PC3000BLU X50FT	GATES RUBBER CO	1,200	0.3	-42	0.17	\$204.00	GATES RUBBER CO	HHC 85723	
335		70393	10M2TXREEL	GATES RUBBER CO	1,150	0.79	-42	0.46	\$529.00	GATES RUBBER CO	HHC 70393	
336	10616572	G25100-0808	G25100-0808	HYDRAULIC FITTING 1 EA G	1,105	9.29	-42	5.39	\$5,955.95	GATES RUBBER CO	HHC G25100-0808	
337		85966	12LOLA X50FT	GATES RUBBER CO	1,095	0.42	-42	0.24	\$262.80	GATES RUBBER CO	HHC 85966	
338		85482	20EFG4K X25FT	GATES RUBBER CO	1,039	4.09	-42	2.37	\$2,462.43	GATES RUBBER CO	HHC 85482	
339		70832	16EFG4KXCTN	GATES RUBBER CO	1,000	1.99	-42	1.15	\$1,190.00	GATES RUBBER CO	HHC 70832	
340		G81801-0014	HG 14 X25FT	GATES RUBBER CO	996	0.7	-42	0.12	\$119.52	GATES RUBBER CO	HHC G81801-0014	
341		85961	4LOLA X50FT	GATES RUBBER CO	978	0.17	-42	0.1	\$97.80	GATES RUBBER CO	HHC 85961	
342		70665	6LOLAXREEL	GATES RUBBER CO	935	0.2	-42	0.12	\$112.20	GATES RUBBER CO	HHC 70665	
343		G81900-0016	"1" CS1156-50FT"	GATES RUBBER CO	875	1.09	-42	0.63	\$551.25	GATES RUBBER CO	HHC G81900-0016	
344		85748	8TR500 X50FT	GATES RUBBER CO	859	0.49	-42	0.28	\$240.52	GATES RUBBER CO	HHC 85748	
345		70486	6M3KXREEL	GATES RUBBER CO	841	0.39	-42	0.23	\$193.43	GATES RUBBER CO	HHC 70486	
346		85965	10LOLA X50FT	GATES RUBBER CO	817	0.33	-42	0.19	\$155.23	GATES RUBBER CO	HHC 85965	
347		G80901-0020	20PSB POLY SLEEVE	GATES RUBBER CO	799	0.59	-42	0.34	\$271.66	GATES RUBBER CO	HHC G80901-0020	
348	7070036	10005	10005	GREASE-RED & TACKY 14 OZ	Lucas Oil Products, Inc.	3,347	5.99	-8	5.51	\$18,441.97	LUCAS OIL PRODUCTS	LCS 10005
349	7080005	10001	10001	OIL STABILIZER 32 OZ LUCAS	Lucas Oil Products, Inc.	2,304	12.99	-8	11.95	\$27,537.80	LUCAS OIL PRODUCTS	LCS 10001
350	7080006	10020	10020	FUEL TREATMENT 5.25 OZ L	Lucas Oil Products, Inc.	1,434	5.99	-8	5.51	\$7,901.34	LUCAS OIL PRODUCTS	LCS 10020
351	10652976	52772	52772	STT LAMP 1 EA GROTE	Grote Industries, LLC	1,552	5.29	-15	4.5	\$6,984.00	GROTE INDUSTRIES	LTG 52772
352	10653274	45812	45812	CLR/MKR LAMP 1 EA GROTE	Grote Industries, LLC	1,038	2.29	-15	1.95	\$2,024.10	GROTE INDUSTRIES	LTG 45812
353	8020590	550019913	550019913	OIL 15W40-ROTELLA 1 GL S	Warren Oil Company	8,797	17.99	-8	16.55	\$145,590.35	SOPUS PRODUCTS	LUB 550019913
354	8120022	5001212031	5001212031	OIL 15W40-ROTELLA 1 QT S	Warren Oil Company	3,831	4.99	-8	4.59	\$17,584.29	SOPUS PRODUCTS	LUB 5001212031
355	7070934	614-14	614-14	GREASE-MULTI PURPOSE 14	Warren Oil Company	3,772	3.99	-8	3.67	\$13,843.24	WARREN UNILUBE, INC.	LUB 614-14
356	7060031	461-02	461-02	2-CYCLE OIL 2.6 QZ CQOIL	Warren Oil Company	3,174	1.79	-8	1.65	\$5,237.10	WARREN UNILUBE, INC.	LUB 461-02
357	10899968	816-14	816-14	CQ RED GREASE 14OZ 14 OZ	Warren Oil Company	2,685	4.29	-8	3.95	\$10,605.75	WARREN UNILUBE, INC.	LUB 816-14
358	10594664	815-14	815-14	CQ HITMP GREASE 14OZ 14	Warren Oil Company	1,950	3.99	-8	3.67	\$7,156.50	WARREN UNILUBE, INC.	LUB 815-14

359	7070233	780-32	730-32	GEAR OIL 80W90 1 QT CGS	Warren Oil Company	2,916	5.99	-3	5.51	\$10,507.16	WARREN UNILUBE, INC	LUB_780-32
360	7080387	1025-12	1025	DIESEL ADDITIVE 32 OZ PWT	Warren Oil Company	1,791	10.40	-8	9.65	\$18,107.01	WARREN UNILUBE, INC.	LUB_1025
361	7050030	461-06	461-06	CARQUEST CONVENTIONAL	Warren Oil Company	1,754	2.99	-8	2.75	\$4,823.50	WARREN UNILUBE, INC.	LUB_461-06
362	110-9497	633-14	633-14	CO EPIMOLY 14OZ 14 OZ CO	Warren Oil Company	1,435	3.69	-8	3.39	\$4,964.65	WARREN UNILUBE, INC.	LUB_633-14
363	7070137	932-05	932-05	HYDRAULIC FLD AW32 5 GI	Warren Oil Company	838	47.49	-8	44.15	\$75,453.78	WARREN UNILUBE, INC.	LUB_932_05
364	8030001	XO-SW20-QSP	XOSW20QSP	OIL SW20-BLEND 1 QT MTR	Ford - Motorcraft Oil	3,030	5.89	-8	5.42	\$16,422.60	FACTORY MOTOR PARTS COMPAN	MCO_XOSW20QSP
365	99983938	XT10QLVC	XT10QLVC	MERCON LV ATF 1 QT MTR	Ford - Motorcraft Oil	2,092	7.49	-8	6.89	\$14,413.88	FACTORY MOTOR PARTS COMPAN	MCO_XT10QLVC
366	8030011	XT6QSP	XT6QSP	MERCON SP 1 QT MTRCF	Ford - Motorcraft Oil	851	9.79	-8	9.01	\$7,667.51	FACTORY MOTOR PARTS COMPAN	MCO_XT6QSP
367	8010072	7240/844D	7240	OIL ABSORBENT 40 LB MGL	Moltan - Thrifty	12,907	8.39	-7	8.36	\$107,902.52	EP MINERALS, LLC	MFD_7240
368	10640773	413-50	413-50	VALVE BLACK SLEEVE 1 EA	Milton Industries, Inc.	4,343	0.89	-10	0.8	\$3,474.40	MILTON INDUSTRIES, INC	MIL_413-50
369	10608426	414-50	414-50	1-1/2 TT .453" 1 EA MILTN	Milton Industries, Inc.	1,215	0.99	-10	0.89	\$1,081.35	MILTON INDUSTRIES, INC	MIL_414-50
370	22980002	5-727	5727	M STYLE PLUG 1/4" NPT 10	Milton Industries, Inc.	980	3.19	-10	2.87	\$2,812.60	MILTON INDUSTRIES, INC	MIL_5727
371	7670001	8880	08880	BRAKE CLEANER 14 OZ 3M	3M Company - AAD Collision	12,742	5.49	-35	3.57	\$45,488.94	3M	MMM_08880
372	16700014	7480	07480	SURFACE DISC 2" BRN 25 PA	3M Company - AAD Collision	5,150	1.59	-35	0.9	\$4,635.00	3M	MMM_07480
373	16700015	7481	07481	SURFACE DISC 2" RED 25 PA	3M Company - AAD Collision	2,457	1.39	-35	0.9	\$2,211.30	3M	MMM_07481
374	22980935	7447	07447	Gen Purpose Hand Pad 20 P	3M Company - AAD Collision	2,192	1.29	-35	0.84	\$1,863.20	3M	MMM_07447
375			01396	50 2IN ROLOC DISC 25	3M	1,957	1.76	-35	1.14	\$2,230.98	3M	MMM_01396
376	16590003	7485	07485	DISC 3XNH W/SCRIM 25 EA	3M Company - AAD Collision	1,729	3.2	-35	2.08	\$3,596.32	3M	MMM_07485
377			01407	36 3IN ROLOC DISC 25	3M	1,495	2.17	-35	1.41	\$2,107.95	3M	MMM_01407
378	6290167	93604/49656	93604	ELECTRICAL TAPE 3/4 60 FT	3M	1,345	1.99	-35	1.29	\$1,735.05	3M	MMM_93604
379	26943975	1397	01397	SAND DISC 2" 36 GRIT 25 EA	3M Company - AAD Collision	1,181	2.48	-35	1.61	\$1,901.41	3M	MMM_01397
380			07164	POWERSORB	3M	973	1.07	-35	0.7	\$681.10	3M	MMM_07164
381			06480	HOOK & LOOP	3M	950	8.56	-35	5.56	\$5,282.00	3M	MMM_06480
382	10505802	6133	06133	Vmvl Elect Tp 06133 1 EA SC	3M Company - AAD Collision	934	6.99	-35	4.54	\$4,240.36	3M	MMM_06133
383	8140022	102991/98HC	24812	OIL SW30-SYNTHETIC 1 QT	Mobil Oil Corporation	2,965	9.19	-8	8.45	\$25,054.25	EXXON MOBIL	MOB_24812
384	8110035	105891/98JQ	44968	OIL 0W20-SYN 1 QT MBL 1	Mobil Oil Corporation	1,799	9.19	-8	8.45	\$15,201.55	EXXON MOBIL	MOB_44968
385	8110007	103008/98HC	14975	OIL SW20-SYNTHETIC 1 QT	Mobil Oil Corporation	1,795	9.19	-8	8.45	\$15,167.75	EXXON MOBIL	MOB_14975
386	8020000	103537/98JD4	24813	OIL 15W50-SYNTHETIC 1 QT	Mobil Oil Corporation	1,223	9.19	-8	8.45	\$10,334.35	EXXON MOBIL	MOB_24813
387	8026542	112630	44925	OIL 20W50-MOTORCYCLE 1	Mobil Oil Corporation	802	10.99	-8	10.11	\$8,108.22	EXXON MOBIL	MOB_44925
388	5140994	FL-8205	FL-8205	OIL FILTER 1 EA MTRCF	Ford	2,486	3.79	-8	3.49	\$8,676.24	FORD	MTC_FL-8205
389	18090033	SP-479	SP-479	SPARK PLUG-PLATINUM 1 EA	Ford	1,889	3.69	-12	3.25	\$6,139.25	FORD	MTC_SP-479
390	18090075	SP-493	SP-493	SPARK PLUG-PLATINUM 1 EA	Ford	1,795	3.69	-12	3.25	\$5,833.75	FORD	MTC_SP-493
391	10058908	SP-515	SP-515	SPARK PLUG 1 EA MTRCF	Ford	1,464	13.09	-12	11.52	\$15,865.28	FORD	MTC_SP-515
392	10419483	SP-509	SP-509	SPARK PLUG 1 EA MTRCF	Ford	1,315	9.79	-12	8.62	\$11,335.30	FORD	MTC_SP-509
393	18090059	SP-405	SP-405	SPARK PLUG DBL PLTNM 1 EA	Ford	1,233	4.09	-12	4.39	\$5,412.87	FORD	MTC_SP-405
394	5130038	FL-5005	FL-5005	OIL FILTER 1 EA MTRCF	Ford	1,075	7.99	-8	7.35	\$7,901.25	FORD	MTC_FL-5005
395	10064764	SP-413	SP-413	SPARK PLUG 1 EA MTRCF	Ford	1,029	4.99	-12	4.39	\$4,517.31	FORD	MTC_SP-413
396	16130002	FL-9105	FL-9105	OIL FILTER 1 EA MTRCF	Ford	840	5.19	-8	4.77	\$4,036.80	FORD	MTC_FL-9105
397	5392543	7734	7734	SPARK PLUG 1 EA NGK	NGK Spark Plugs	1,047	2.19	-10	1.97	\$2,062.59	NGK SPARK PLUGS (USA) INC	NGK_7734
398	19550362	4626	4626	SPARK PLUG 1 EA NGK	NGK Spark Plugs	956	4.29	-10	3.86	\$3,728.76	NGK SPARK PLUGS (USA) INC	NGK_4626
399	5392365	7131	7131	SPARK PLUG 1 EA NGK	NGK Spark Plugs	939	2.19	-10	1.97	\$1,849.83	NGK SPARK PLUGS (USA) INC	NGK_7131
400	10082203	DEF002	DEF002	DIESEL EXHAUST FLUID 2.5	Old World Industries, LLC	12,203	14.99	-8	13.79	\$168,279.37	OLD WORLD AUTOMOTIVE, INC.	OWI_DEF002
401	10013011	DEF003/5166	DEF003	DIESEL EXHAUST FLUID 1 GI	Old World Industries, LLC	1,175	7.49	-8	6.89	\$8,095.75	OLD WORLD AUTOMOTIVE, INC.	OWI_DEF003
402	1766059	82180/82150	82180	RTV ULT BLK HI TEMP 3.35	ITW Global Brands	2,212	7.49	-8	6.89	\$15,240.68	ITW GLOBAL BRANDS	PER_82180
403	7160017	82194/82140	82194	GASKET MAKER-GRY 3.5 OZ	ITW Global Brands	1,182	7.49	-8	6.89	\$8,143.98	ITW GLOBAL BRANDS	PER_82194
404	7160109	80050	80050	ADHESIVE SEALANT CLR 3 OZ	ITW Global Brands	1,051	6.99	-8	6.43	\$6,757.93	ITW GLOBAL BRANDS	PER_80050
405	7070071	80078	80078	ANTI SEIZE COMPOUND 8 OZ	ITW Global Brands	887	7.49	-8	6.89	\$6,111.43	ITW GLOBAL BRANDS	PER_80078
406	7060548	AS242	AS242	DEICER 11 OZ PRSTN	Fram Group/Prestone Car C	1,386	3.99	-8	3.67	\$5,086.67	FRAM GROUP LLC	PRS_AS242
407	10894259	91015	91015	Starting Fluid 11oz 1 EA CQ	FEDERAL MOGUL IWAGNER	3,476	2.99	-8	2.75	\$9,599.00	RADIATOR SPECIALTY CO	PVF_91015
408	7010016	3012/A1300	3012	R134A REFRIGFRANT 12 OZ	IDEAL CLAMP PRODUCTS, IN	3,015	12.99	-8	11.95	\$27,707.85	IQO HOLDINGS, INC.	PWF_3012
409	10893767	91016	91016	Prim Starting Fluid 1 EA CQ	Radiator Specialty Company	1,373	3.59	-8	3.3	\$4,530.90	RADIATOR SPECIALTY CO	PVF_91016
410	10024901	KT134	T134	R134A CYLINDER 30 LB TOU	Zhejiang Senmei Chemical In	800	119.99	-5	110.39	\$88,312.00	NATIONAL REFRIGFRANTS	PWF_134
411	8020598	3609 PENNZO	550022800	OIL SW30 1 QT PNNZL	SOPUS Products (Pennzoil)	987	5.99	-8	5.51	\$5,438.37	SOPUS PRODUCTS	PZO_550022800
412	8020418	550022792	550022792	OIL 10W30 1 QT PNNZL	SOPUS Products (Pennzoil)	922	5.99	-8	5.51	\$5,080.22	SOPUS PRODUCTS	PZO_550022792

413			M5-06	WW SOLVENT	HBD INDUSTRIES INC	2,649	1.79	-8	1.05	\$4,379.95	RADIATOR SPECIALTY CO	RAD_M5-06
414	7040206	EB1	EB1	RND CLRP BRIGHT 20" X 16" O	Radiator Specialty Co.	2,413	4.15	-8	4.13	\$5,835.64	RADIATOR SPECIALTY CO	RAD_EB1
415			M516	WW SOLVENT	RADIATOR SPECIALTY CO	1,409	3.38	-8	3.12	\$4,396.05	RADIATOR SPECIALTY CO	RAD_M516
416	7040326	FEB1	FEB1	ENGINE BRTE FOAMY 17 O	Radiator Specialty Co.	873	4.49	-8	4.13	\$3,805.49	RADIATOR SPECIALTY CO	RAD_FEB1
417			27340	5/16 BARRICADE HOSE	GATES RUBBER CO	5,842	0.41	-34	0.27	\$1,577.34	GATES RUBBER CO	RBR_27340
418			27341	3/8 BARRICADE HOSE	GATES RUBBER CO	5,775	0.43	-34	0.28	\$1,601.37	GATES RUBBER CO	RBR_27341
419			27315	3/8 BARRICADE HOSE	GATES RUBBER CO	5,278	0.22	-34	0.15	\$791.70	GATES RUBBER CO	RBR_27315
420			27313	1/4 BARRICADE HOSE	GATES RUBBER CO	4,382	0.17	-34	0.11	\$481.91	GATES RUBBER CO	RBR_27313
421			27004	3/8 FUEL LINE	GATES RUBBER CO	3,114	1.5	-8	1.38	\$4,297.32	HBD INDUSTRIES INC	THP_CQ24088
422			27314	5/16 BARRICADE HOSE	GATES RUBBER CO	3,038	0.3	-34	0.13	\$394.94	GATES RUBBER CO	RBR_27314
423			27339	1/4 BARRICADE HOSE	GATES RUBBER CO	2,908	0.35	-34	0.23	\$668.84	GATES RUBBER CO	RBR_27339
424			28411	5/8 X 50 FT HTR	GATES RUBBER CO	2,708	1.49	-8	1.37	\$3,709.95	HBD INDUSTRIES INC	THP_CQ1826
425			27002	1/4 FUEL LINE	GATES RUBBER CO	2,589	1.5	-8	1.38	\$3,572.82	HBD INDUSTRIES INC	THP_CQ24060
426			28413	1 X 50 FT HTR	GATES RUBBER CO	2,472	2	-8	1.84	\$4,456.48	HBD INDUSTRIES INC	THP_CQ1828_25
427			28412	3/4 X 50 FT HTR	GATES RUBBER CO	2,202	1.49	-8	1.37	\$3,140.04	HBD INDUSTRIES INC	THP_CQ1827
428			27042	5/32 WIP/VAC HOSE	GATES RUBBER CO	2,224	0.89	-8	0.82	\$1,823.68	HBD INDUSTRIES INC	THP_CQ334050
429			27003	5/16 FUEL LINE	GATES RUBBER CO	2,150	1.5	-8	1.38	\$2,967.00	HBD INDUSTRIES INC	THP_CQ24078
430			28449	HYD HOSE	GATES RUBBER CO	1,800	4	-38	2.45	\$4,464.00	DAYCO PRODUCTS, INC.	DAY_80239GL
431			28409	3/8 X 50 FT HTR	GATES RUBBER CO	1,603	0.99	-34	0.65	\$1,041.95	GATES RUBBER CO	RBR_28409
432			27043	7/32 WIP/VAC HOSE	GATES RUBBER CO	1,264	0.99	-8	0.91	\$1,150.24	HBD INDUSTRIES INC	THP_CQ334150
433			27041	7/64 WIP/VAC HOSE	GATES RUBBER CO	1,231	0.79	-8	0.73	\$898.63	HBD INDUSTRIES INC	THP_CQ333950
434			27044	1/4 WIP/VAC LINE	GATES RUBBER CO	1,205	0.69	-34	0.46	\$554.30	GATES RUBBER CO	RBR_27044
435			28410	1/2 X 50 FT HTR	GATES RUBBER CO	1,098	1.49	-8	1.37	\$1,504.26	HBD INDUSTRIES INC	THP_CQ1825
436	10557952	R85372MP	R85372MP	IMP OIL FILTER- RED 1 EA CO	Champion Laboratories/Lub	2,733	3.69	-45	2.03	\$7,051.14	CHAMPION LABORATORIES INC.	RFI_R85372MP
437	10689466	R84502MP	R84502MP	OIL Filter 1 EA CQRED	Champion Laboratories/Lub	2,195	4.39	-45	2.41	\$6,738.65	CHAMPION LABORATORIES INC.	RFI_R84502MP
438	10557734	R85372	R85372	OIL FILTER- RED 1 EA CQRED	Champion Laboratories/Lub	2,109	3.69	-45	2.03	\$5,441.22	CHAMPION LABORATORIES INC.	RFI_R85372
439	10689469	R84060MP	R84060MP	OIL Filter - Master 1 EA CQR	Champion Laboratories/Lub	1,690	3.69	-45	2.03	\$4,334.40	CHAMPION LABORATORIES INC.	RFI_R84060MP
440	10689573	R84060	R84060	OIL Filter 1 EA CQRED	Champion Laboratories/Lub	1,435	3.69	-45	2.03	\$3,702.30	CHAMPION LABORATORIES INC.	RFI_R84060
441	10689508	R85348MP	R85348MP	OIL Filter - Master 1 EA CQR	Champion Laboratories/Lub	1,115	3.69	-45	2.03	\$2,876.70	CHAMPION LABORATORIES INC.	RFI_R85348MP
442	10689506	R85348	R85348	OIL Filter 1 EA CQRED	Champion Laboratories/Lub	1,071	3.69	-45	2.03	\$2,763.18	CHAMPION LABORATORIES INC.	RFI_R85348
443	5070199	RX30222	RX30222	WIPER BLADE-22" 1 EA RAIN	ITW Global Brands	875	14.99	-8	13.79	\$13,445.25	ITW GLOBAL BRANDS	RNX_RX30222
444	5072029	5079279-1	5079279-1	RX LAT BLADE-22 1 EA RAIN	ITW Global Brands	890	23.99	-8	22.07	\$19,421.60	ITW GLOBAL BRANDS	RNX_5079279-1
445	20190007	K22	K22	WIPER BLADE-22" 1 EA KLN	TRICO Products Corporation	5,997	7.99	-28	5.75	\$34,482.75	TRICO PRODUCTS	RWP_K22
446	20190005	K20	K20	WIPER BLADE-20" 1 EA KLN	TRICO Products Corporation	2,904	7.49	-28	5.39	\$15,652.56	TRICO PRODUCTS	RWP_K20
447	20190003	K18	K18	WIPER BLADE-18" 1 EA KLN	TRICO Products Corporation	1,767	6.49	-28	4.67	\$8,251.87	TRICO PRODUCTS	RWP_K18
448	20190008	K24	K24	WIPER BLADE-24" 1 EA KLN	TRICO Products Corporation	1,134	5.49	-28	6.11	\$6,208.74	TRICO PRODUCTS	RWP_K24
449			B255-220	BEAM XTRACLEAR 22	TRICO	987	17.99	-28	12.95	\$12,522.65	TRICO PRODUCTS	CWP_XC22
450	89983512	66519	66519	XL RAVEN PWDR FREE 1 EA	SAS Safety Corp.	2,197	19.99	-17	17.59	\$29,645.23	SAS SAFETY CORP	SAS_66519
451	89983808	66518	66518	LG RAVEN PWDR FREE 1 EA	SAS Safety Corp.	1,245	19.99	-17	17.59	\$21,899.55	SAS SAFETY CORP	SAS_66518
452			2985	NON-TOXIC DUST MASK	SAS SAFETY	1,072	0.14	-12	0.17	\$128.64	SAS SAFETY CORP	SAS_2985
453	6140084	75130/75160	75130	SHOP TOWEL 55 CN SCOTT	Kimberly-Clark Corp.	7,683	2.99	-5	2.84	\$21,819.72	KIMBERLY-CLARK GROUP	SCO_75130
454	6140054	75190	75190	SHOP TOWEL-BOX 200 CN S	Kimberly-Clark Corp.	1,392	14.99	-5	14.24	\$19,822.08	KIMBERLY-CLARK GROUP	SCO_75190
455	6410094	SF16	SF16	SEAFORM 16 EA SEAFM	Sea Foam	7,886	14.99	-8	11.03	\$86,982.58	SEA FOAM SALES CO	SEA_SF16
456	22089707	SW650	SW650	GLASS CLEANER 1 EA SPYW	SprayWay	2,464	4.99	-8	4.59	\$11,309.76	SPRAYWAY INC	SGC_SW050
457	10423616	H11	H11	HEADLIGHT-HALOGEN 1 EA	Oshram Sylvania Inc.	874	9.25	-10	8.39	\$11,003.66	ITW - SHA	SLB_H11
458	16320857	H11	H11BP	HEADLIGHT-HALOGEN 1 EA	Oshram Sylvania Inc.	2,074	14.99	-30	10.49	\$21,756.76	OSRAM SYLVANIA	SLB_H11BP
459	5082021	H3	H3BP	HEADLIGHT-HALOGEN 1 EA	Oshram Sylvania Inc.	1,370	9.99	-30	6.99	\$9,576.30	OSRAM SYLVANIA	SLB_H3BP
460	5080819	9007	9007BP	HEADLIGHT-HALOGEN 1 EA	Oshram Sylvania Inc.	1,159	10.99	-30	7.69	\$8,912.71	OSRAM SYLVANIA	SLB_9007BP
461	16320112	9012	9012BP	MINI BULB 1 EA SYLVN	Oshram Sylvania Inc.	1,132	34.99	-30	24.49	\$27,722.68	OSRAM SYLVANIA	SLB_9012BP
462	5081742	H6054XVBX	H6054XVBX	HEADLAMP HALOGEN 1 EA	Oshram Sylvania Inc.	795	15.49	-30	10.84	\$8,617.80	OSRAM SYLVANIA	SLB_H6054XVBX
463			9E054	TRANS FILTER	CPI GLOBAL SOURCING, INC	2,034	13.99	-30	9.79	\$29,012.86	FILTRAN AFTERMARKET SALES	TFM_9E054
464			CQ24088	FUEL HOSE 3/8" X25"	HBD INDUSTRIES INC	1,971	1.5	-8	1.38	\$2,719.98	HBD INDUSTRIES INC	THP_CQ24088
465			CQ1826	FUEL HOSE HD 5/8" X50"	HBD INDUSTRIES INC	1,765	1.49	-8	1.37	\$2,418.05	HBD INDUSTRIES INC	THP_CQ1826
466			CQ24078	FUEL HOSE 5/16" X25"	HBD INDUSTRIES INC	1,603	1.5	-8	1.38	\$2,212.14	HBD INDUSTRIES INC	THP_CQ24078

467			CQ2460	1/4 X 25 FUEL HOSE	HBD INDUSTRIES INC	1,325	1.5	-8	1.38	\$1,829.88	HBD INDUSTRIES INC	THP_CQ2460
468			CQ34050	VAC HOSE 5/8" X 25'	HBD INDUSTRIES INC	1,130	0.4	-8	0.32	\$925.98	HBD INDUSTRIES INC	THP_CQ34050
469			CQ1828-75	HYDR HOSE HD 1" X 25'	HBD INDUSTRIES INC	834	2	-8	1.84	\$1,534.56	HBD INDUSTRIES INC	THP_CQ1828-25
470	7510005	T141	T141	CAR WASH 128 OZ TURTLE	Turtle Wax	836	6.79	-8	0.25	\$5,225.00	TURTLE WAX INC	TWX_T141
471	0920023	VV324	VV324	ATF DEX/MER-MAXI FTE 1 Q	Valvoline Oil Company	2,001	0.99	-8	6.43	\$19,732.13	WARREN UNILUBE, INC.	VAL_VV324
472	7060063	VV9811	VV9811	STEERING FLUID 11 OZ PYS	Valvoline Oil Company	1,542	2.09	-8	2.75	\$5,340.50	INTEU PRODUCTS LLC	VAL_VV9811
473	7070058	VV982	VV982	GEAR OIL 75W140-SYND 1 Q	Valvoline Oil Company	1,554	14.99	-8	13.79	\$21,429.66	VALVOLINE MOTOR PRODUCTS	VAL_VV982
474			VV265	NON-DET 90W QT	VALVOLINE MOTOR PRODU	1,340	5.29	-8	5.79	\$7,810.71	VALVOLINE MOTOR PRODUCTS	VAL_VV265
475	8020647	797975/VV17	VV177	OIL EW30 1 QT VLVLN	Valvoline Oil Company	1,210	5.99	-8	5.51	\$6,667.10	VALVOLINE MOTOR PRODUCTS	VAL_VV177
476	10612920	VV925	VV925	SYNPOWER GO 75W90 32 Q	Valvoline Oil Company	3,144	12.49	-8	11.49	\$13,344.56	VALVOLINE MOTOR PRODUCTS	VAL_VV925
477	10088128	VV70124	VV70124	GREASE-CRIMSON 14 1 OZ	Valvoline Oil Company	805	4.59	-8	4.22	\$3,392.10	VALVOLINE MOTOR PRODUCTS	VAL_VV70124
478	7070073	450213/45025	10032	WD-40 SMART STRAW 12 O	WD-40	4,293	6.89	-8	6.34	\$26,831.25	WD-40 COMPANY	WD_40005
479	7040598	W7340	W7340	BRAKE CLEANER 14 EA WRE	Warren Oil Company	37,151	4.29	-8	3.95	\$146,446.45	OLD WORLD AUTOMOTIVE, INC.	WES_W7340
480	7060046	W7341	W7341	BRK CLEANER LOW VOC 14	Warren Oil Company	18,496	4.29	-8	3.95	\$73,059.70	AMREP	WES_W7341
481	10882805	W5089	W5089	Chlorinated Brk Clor 1 CE W	Warren Oil Company	6,629	4.89	-8	4.59	\$30,427.11	AMREP	WES_W5089
482	7060386	W20014	W20014	BRAKE FLUID-DOT 3 32 OZ	Warren Oil Company	2,358	6.69	-8	6.15	\$14,501.70	WARREN UNILUBE, INC.	WES_W20014
483	7060378	W20013	W20013	BRAKE FLUID-DOT 3 12 OZ	Warren Oil Company	977	3.29	-8	3.03	\$2,960.31	WARREN UNILUBE, INC.	WES_W20013
484	7060254	W50014	W50014	BRAKE FLUID-DOT 3 1 GL W	Warren Oil Company	544	19.99	-8	18.39	\$15,521.16	WARREN UNILUBE, INC.	WES_W50014
485	10007187	35-7006	35-7006	COIL ON PLUS BDDT 3 EA C	STANDARD MOTOR PRODU	2,677	5.99	-20	4.79	\$12,822.83	GENERAL CABLE INDUSTRIES, INC	WIR_35-7006
486	7060025	30903	30903	Xtreme Blue -20 WWF 1 GL	SOUTH/WIN, LTD	27,341	2.59	-8	2.38	\$65,071.58	CAMCO MANUFACTURING	WWS_30903
487	7150074	5066517	5066517	WASHER FLUID -25F 1 CAR	SOUTH/WIN, LTD	6,290	4.49	-8	4.13	\$25,977.70	SOUTH/WIN, LTD	WWS_5066517
488			5079594	BLUE CORAL -20 DEG	SOUTH/WIN, LTD	5,205	2.59	-8	2.38	\$12,387.90	CAMCO MANUFACTURING	WWS_30903
489	10115520	30983	30983	Xtreme Blue 0 Deg 1 GL CAR	SOUTH/WIN, LTD	3,045	2.59	-8	2.38	\$7,249.48	CAMCO MANUFACTURING	WWS_30983
490			5079534	BLUE CORAL 0 DEG	SOUTH/WIN, LTD	1,241	2.59	-8	2.38	\$2,959.58	CAMCO MANUFACTURING	WWS_30983
491	10115605	31173	31173	Rafe Cutter -75 WWF 1 GL C	SOUTH/WIN, LTD	1,042	4.29	-8	3.95	\$4,115.90	CAMCO MANUFACTURING	WWS_31173
492			5079585	BLUE CORAL +32 DEG	SOUTH/WIN, LTD	978	2.59	-8	2.38	\$2,377.64	CAMCO MANUFACTURING	WWS_30293
493	7150096	FX68800	FX68800	WASHER FLUID BUG 1 EA R	South/Win, Ltd.	823	3.69	-8	3.39	\$2,789.87	SOUTH/WIN, LTD	WWS_FX68800
494	3192051	CQ1726		5/8"x50" BK STD HH 1 FT CO	Thermoid HBD Industries, In	1,103	1.39	-8	1.28	\$1,798.40	HBD INDUSTRIES INC	THP_CQ1726
495	7080530	AS260		PS FLUID 12 OZ PRSTN	Fram Group/Prestone Car C	1,273	3.99	-8	3.67	\$4,671.91	FRAM GROUP LLC	FRS_AS260
496	5193907	CQ24088		3/8" x 25' FUEL HOSE 1 FT C	Thermoid HBD Industries, In	1,240	1.5	-8	1.38	\$1,711.20	HBD INDUSTRIES INC	THP_CQ24088
497	3750003	CQ-9007		Headlight, Halogen 1 EA CR	Guangzhou Gentle King Aut	505	7.29	-10	6.59	\$9,840.55	ITW - SHA	SHG_CO-9007
498	5192935	CQ24078		5/16" x 25' FUEL HOSE 1 FT	Thermoid HBD Industries, In	532	1.5	-8	1.38	\$1,513.76	HBD INDUSTRIES INC	THP_CQ24078
499	5192897	CQ334050		5/32" x 50' WVVAC TURB 1	Thermoid HBD Industries, In	857	0.89	-8	0.82	\$702.74		THP_CQ334050
TOTALS							\$5,741.37		\$3,575.67	\$7,875,731.35		

**EXHIBIT B
SPECIFICATIONS**

This Exhibit B is incorporated into and made a part of the Contract for Automotive Parts and Accessories and Related Products and Services for Light, Medium, Heavy Duty Vehicles ("Contract") between the City of Charlotte (the "City") and Advance Stores Company, Inc. (the "Company"). Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of this Contract.

5. Scope of work:

The scope of this Contract shall be to provide Automotive Parts and Accessories and Related Products and Services for Light, Medium, Heavy Duty vehicles to the City of Charlotte and other Participating Public Agencies. The City's Fleet Management Division ("Fleet") requires a broad variety of vehicles and equipment including but not restricted to, automobiles, light, medium, and heavy duty trucks, SUVs, fire apparatus, buses, and construction equipment. Company must submit Bid on complete manufacturer lines of new Products and components to accommodate the City's requirements.

Company is required to address each of the following components of this ITB in writing as part of their Bid response. Bids that fail to include all information requested may be deemed non-responsive.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

5.1 General Requirements:

All Products offered shall be new, highest quality or grades available, meet all the requirements of these specifications and be in operating condition at time of delivery. All parts offered by the Company in response to this ITB shall be the most recently issued models. No parts other than the best quality will be considered for purposed of this ITB. While it is understood by all Parties involved that a quality comparison study is not practical in many situations, the Company shall be held directly responsible for substituting a sub-standard or lesser grade parts than required for in the application. Verifiable substitution of lesser grade parts may constitute grounds for Contract termination, or other action at the sole discretion of the City of Charlotte. Reference of brand names, style, and or model numbers provided in the ITB are to denote the product currently in use by the City that is compatible with existing vehicles or equipment.

5.1.1 Company must be an authorized distributor of each manufacturer of product lines offered to the City in the Bid response. The City shall be entitled to conduct or require a pre-award facility inspection and evidence of industry certifications. The Company may be required to submit a certificate for each Product manufacturer line offered. The certificate must state that the Company is authorized to supply such Products and Services.

5.1.2 All Products must be rated and classified for each category and required application.

5.2 Quantities:

EXHIBIT B

The City does not guarantee quantities and will purchase quantities of Products according to actual need during the term of the Contract. The quantities listed in this ITB are estimates only, and may differ substantially from actual quantities ordered. Multiple orders will be placed on an as needed basis during the term of the Contract.

5.3 Pricing:

Company must submit a fixed percentage discount off the Company most current retail list price, or other verifiable index for all automotive parts, components, accessories, and all other Products and Services offered by the Company, for the life of the Contract. The discount percentages offered will apply to the entire Products catalog for the brand and category listed. Prices must include shipping, handling, and delivery, manufacturer mark up, profit, item cost and storage. No other charges will be allowed.

All catalogs, and retail price lists must be identified and a copy included in the Bid response. The City may request documentation from manufacturer verifying list prices at any time.

Discounts shall be firm for the life of the Contract. Unit prices shall be firm for the first annual term of the Contract. At least sixty (60) days prior to the end of such twelve (12) month term, the Company shall submit in writing to Procurement Management any proposed price adjustments (increases and decrease) for review. Price increases will only be considered for those items with a published manufacturer's price increase. The successful Company shall provide a comparison of previous year prices and proposed new prices, showing the percent (%) difference. Price increases will not be considered more than once annually.

5.3.1 Market Basket Items:

For price comparison purposes and verification of discounts offered and to determine the lowest Bid, Company must submit unit prices for all items provided as *Attachment 1- City Market Basket and Attachment 2-National Market Basket*. Company should not consider the Attachments as "core" or high volume items. The pricing submitted on Attachments 1 & 2 does not solely determine lowest responsive, responsible Company. Bids must comply with all requirements of this ITB and provide the broadest and most comprehensive product offering possible.

1. Pricing Sheets must be submitted in Excel format on a compact disc or flash drive. Company must not change the format. To obtain an electronic copy of the Pricing Sheets (Attachments 1 & 2), email Karen Ewing at kewing@charlottenc.gov. Company must also provide a hard copy (paper copy) of the Pricing Sheets with the "Original" copy of their Bids.
2. Company shall not alter or revise the Attachments provided by the City in Excel format. **Doing so may result in your Bid being deemed non-responsive.**
3. Company must submit unit pricing on the Products provided as Attachments 1 and 2 using the discounts stated on **Required Form 5 in Section 6**.
4. Company must indicate whether the item is an exact match or provide an alternate in the appropriate fields. The City's decision shall be final and conclusive in determine the equality of alternatives.
5. Pricing must include manufacturer part number, discount applied, and extended net/Contract price after discount.
6. **DO NOT** include any tax in your pricing.

EXHIBIT B

7. Company are cautioned to carefully review each item and pay special attention to the unit of measure for each item. Please be sure to Bid the unit of measure designated that may be different from your selling unit.

5.3.2 Catalog Price List.

Company must include a complete price list of all catalog items and Services offered that are not included in the Market basket Product Lists (Attachments 1 & 2) on a compact disc (CD) or flash drive. Pricing must be in the Excel format set forth in **Attachment 3**. Please provide separate price list for Light, Medium and Heavy Duty Vehicles if applicable. Services must be itemized using an hourly rate. Company must provide the broadest and most comprehensive Product offering possible.

5.3.3 Pricing Incentives and Rebates:

Please identify any incentives and rebates offered based on volume, dollar amounts, electronic ordering or other criteria.

The Lead Public Agency will evaluate any rebate stipulations or contingencies to determine which discount structure is in the best interest of the City and the Participating Public Agencies. The Lead Public Agency reserves the right to determine the most favorable pricing structure and any such determination shall be final and conclusive.

5.4 Placement of Orders.

The Company must have the proven ability to allow electronic access to product information and ordering. Orders may be placed via purchase orders, on-line using Internet technology or via the telephone or fax. Bids must address the following:

1. Percent (%) of time orders filled correctly;
2. Percent (%) of time items are back ordered;
3. Backorder policy;
4. Percent (%) of time orders are delivered within Contract time;
5. Return policy;
6. Retail store locations; and
7. Policy for over the counter purchases.

5.5 Electronic Commerce.

All Bids must address the following required features and functionalities of the Company's Internet ordering capabilities at no additional cost to the City:

1. Ability to set up individual users;
2. Ability to set up and maintain multiple accounts, and ship to locations for each user;
3. Product comparison tools;
4. Quick order feature;
5. Automated order confirmation (e-mail);
6. Technical Support. Please explain offering in detail and include hours of operation;
7. Ability to set product preferences based on the City specifications;
8. Product availability and real time pricing and inventory;
9. Ability to create custom shopping lists;
10. Ability to save a shopping cart and complete the check-out process at a later time;
11. Order tracking capabilities;
12. Schedule deliveries for a later date and include parameters;
13. On-line reports that designated City staff can produce;
14. Ability to add or change ship to locations;

EXHIBIT B

15. Please provide a dummy login and password for access to your on-line ordering system for review.
16. Capability to display picture and full description for every item.
17. On-line returns capability.

5.6 Reporting capabilities.

Company must be able to provide the City with monthly, quarterly, and annual electronic usage reports with product level detail, including the following:

1. Ability to sort the history of purchases by product type (i.e. belts, emissions, engine, etc.), by account, or ship-to location; and
2. Ability to produce recycled Products purchased reports.
3. Bids must include sample reports for a current government customer that demonstrates these reporting capabilities.

5.7 Billing capabilities.

1. Electronic billing options;
2. Customized billing options;
3. Invoice options;
4. Frequency options;
5. Sorting Capabilities; and
6. Media Types

5.8 Procurement Cards (P-cards).

Company must accept City issued p-cards on-line or in retail stores. P-cards must be linked to Contract pricing. Please address your Company's policy for accepting procurement cards (P-cards), major credit cards and how this information is linked to Contract pricing. Company must be able to provide Level III data on the credit card reports. Please confirm this requirement in your Bid response.

5.9 Delivery and Performance Service Level.

All in-stock Products provided under this Contract must be delivered F.O.B. to the City of Charlotte's designated Fleet Management facility (see Section 5.10) within two (2) hours for all orders placed. Products shall be delivered in quantities and intervals as requested by the City.

Special circumstances may require the Company to make immediate deliveries, in less than one (1) hour that may not be during regular business hours or days. Company are expected to provide flexibility in delivery and Services and any Products may be required at any location that may or may not be stated. These conditions are to be maintained to minimize Fleet downtime and Service delays. If notification is given to the successful Company of any Emergency Response or Essential Service equipment being inoperable due to Products or Service issues, the supplier must be willing and able to respond in less than one (1) hour, 24 hours per day and seven (7) days per week.

All Participating Public Agencies will require deliveries to their specific locations. Successful Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies that utilize the Master Agreement through U.S. Communities. Bids must include exceptions of locations where Bidder cannot meet stated requirements.

The successful Company is responsible for maintaining a high level of Service as it relates to customer satisfaction and Contractual performance. The Company must be willing to accommodate changes in volume, delivery sites, and other reasonable requests by the City throughout the term of the Contract.

EXHIBIT B

The successful Company(s) shall facilitate the performance of inventory turns that may include all or part of the following:

- Smaller more frequent deliveries;
- Maintaining pre-determined inventory levels (based on min/max levels); and
- On-line ordering and designated personnel to “share” inventory data for availability and delivery information.

5.9.1 Each order delivered must have an invoice enclosed. The invoice must clearly show the Purchase Order Number, Fleet Order number, items ordered, unit of measure, Contract pricing, and items enclosed, and identify any items on backorder.

5.9.2 Bids must include Company process for tracking and verifying all deliveries.

5.10 **Fleet Management Facility Locations:**

Company shall deliver to locations needed by the City, including but not limited to:

Shop	Street Address	Standard Hours
Commission Decommission Facility	5500 Wilkinson Blvd, Suite B, Charlotte, NC 28208	7:30am – 4:00 pm Monday-Friday
Louise Avenue Facility	829 Louise Avenue, Charlotte, NC 28204	6:00am – 10:30 pm Monday-Friday
Atando Avenue Facility	1031 Atando Avenue, Charlotte, NC 28205	6:00 am – 10:30 pm Monday-Friday
12 th Street Facility	900 W. 12 th Street, Charlotte, NC 28206	7:30 am – 4:00 pm Monday-Friday
Tuckaseegee Road Facility	701 Tuckaseegee Road, Charlotte, NC 28208	6:00 am – 6:00 pm Monday-Friday
Sweden Road Facility	4600 Sweden Road, Charlotte, NC 28273	6:00 am – 10:30 pm Monday-Friday

All Participating Public Agencies will require deliveries to its specific locations. **Successful Company must agree to provide the same delivery terms and conditions to all Participating Public Agencies.**

5.11 **Receiving:**

Inventory accuracy and asset management are critical. The successful Company is solely responsible to insure all quantities, packaging, pricing, part numbers, and related information is correct on all shipments/parts/invoicing. Part numbers on invoicing to the City, must match part numbers on the part labels exactly. It is the sole responsibility of the successful Company to audit any/all shipments for accuracy. No delivery is to be “dropped off” at any Fleet facility without shipment confirmation, audit, and signature of receipt from authorized Fleet Management personnel.

5.12 **Warranty:**

All Products supplied under the Contract shall be covered by a manufacturer’s written guarantee and/or warranty that such Products will be free from defects in materials, workmanship and performance for a minimum of one year; merchantable and in full conformity with the Specifications set forth in this ITB, industry standards, dimension charts

EXHIBIT B

and Company's descriptions, representations and samples. The Company shall administer the warranty on the City's behalf, and shall ensure that the manufacturer repairs or replaces at no charge to the City all Products that violate either the above warranty or the applicable manufacturer's warranty.

5.12.1 The Company shall provide the City with two copies of the manufacturer's written warranty for each item of equipment.

5.12.2 It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.

5.13 Invoices:

Invoices or Service Request tickets detailing inclusive pricing (labor, parts, fees, shipping/handling) shall be provided to each Fleet Management Facility Location upon delivery of Services or parts. Invoices shall be detailed indicating the following:

A. Header

- Invoice numbers must be sequential and shall not be duplicated during the life of this Agreement.
- Invoice Date
- Name of Fleet Management Facility requesting Service.
- City's payment method number (Purchase Order)
- Service Providers City vendor number
- Service Providers City Contract number
- Service Providers Payment Remit to Address

B. Detail

- Quantity
- Unit Price
- Extended Amount per item

NOTICE: Invoices detailing parts purchased with inclusive pricing (parts, fees, shipping/handling) must be provided to each Fleet Management Facility at the time and point of delivery.

- a. All credit statements and refund transactions must be processed within five (5) business days. Credit statements should include original statement invoice number as a reference.
- b. Failure to comply with or properly execute this invoicing procedure may delay payment and may be grounds to terminate this Agreement at the discretion of the City.
- c. It is the responsibility of the Company to ensure a copy of the invoice(s) is sent and received by the City of Charlotte Accounts Payable.
 1. All invoices should be sent to COCAP@CHARLOTTENC.GOV.
 2. Credit invoices should be sent to COCAP@CHARLOTTENC.GOV.
 3. Each invoice should be sent in a separate file AND email to COCAP@CHARLOTTENC.GOV.
- d. Failure to comply with or properly execute this invoicing procedure may delay payment and may be grounds to terminate this Agreement at the discretion of the City.

EXHIBIT B

- e. The Company shall provide daily the original summary invoice to the originating Fleet Management Facility by email AND the City of Charlotte Finance/Accounts Payable by email to cocap@charlottenc.gov.
- f. The City will pay undisputed, properly submitted invoices within thirty (30) days after the receipt of the Company's invoice (the "Due Date"), provided that the invoice has been submitted at the appropriate time as authorized.
- g. As a condition of payment, the Company must invoice the City for Services or parts within 60 days after such Services are performed or parts delivered. The Company waives the right to charge the City for any Services or parts that have not been invoiced within sixty (60) days of performance of the Services.

5.14 City Contracting Requirements:

The City will enter into a Master Agreement written by the City with the successful Company that contains the terms and conditions set forth in this ITB and sample Contract included as Section 8. Each Company must state specifically in its Bid response any exceptions to the terms and conditions included in this ITB, or the sample Contract and any proposed additional terms or conditions deemed important by the Company. The City will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Company does not specifically object to will be incorporated into the resultant Agreement. Notwithstanding the foregoing, the City reserves the right to change the proposed Contractual terms and conditions prior to Contract award if it is in the City's best interest to do so.

The terms and conditions set forth in this ITB are not all inclusive. The City may propose additional terms and conditions based on the responses to this ITB and the City's analysis of the successful Bid.

The term "Contract" shall refer to the Contract entered into between the City and the successful Company, and the term "Company" shall refer to the successful Company.

5.15 New Products and Services:

The City reserves the right to add or delete items to this Contract during the term of the Contract by written amendment, to the extent those Products and Services are within the scope of this ITB and include, but will not be limited to, Products added to the successful Company's and/or Manufacturer's catalog offerings, and Products and Services which reflect new technology and improved functionality. All requests are subject to review and approval by the City of Charlotte.

5.16 Applicable Laws:

The Company agrees to make itself aware of and comply with, and cause its subcontractors to comply with, all federal, state and local laws, regulations and ordinances relating to the performance of this Contract or to the Products and Services delivered hereunder, including without limitation E-Verify, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and OSHA. The Company further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this Section has occurred or does occur, the Company will indemnify and save harmless the City from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties,

EXHIBIT B

interest charges and other liabilities (including settlement amounts) incurred on account of such violation.

5.17 Returns and Restocking Charges:

The Company or applicable manufacturer must pick up any merchandise to be returned within twenty-four (24) hours after the City notifies the Company of the return. The City will not pay restocking fees for merchandise that has been returned unless it is subject to minimum inventory requirements under this ITB or is a specialty item and the City has been notified, at the time of placement of order, of the potential restocking charge. The Company will issue a credit memo to the City within seven (7) calendar days of the return.

5.18 Placement of Orders:

All orders will be placed by City designated personnel on an as needed basis for the quantity required at the time during the term of the Contract. Orders will be placed by means of a purchase order, or other approved authorization method.

5.19 Training:

The successful Company will be responsible for initially training all necessary City employees on using their on-line ordering system and any on-going training for new or additional users, at no additional cost to the City. Supplier will be responsible for providing documented step-by-step instructions to each authorized user of the City.

5.20 Samples.

Prior to award of a Contract, Company may be required to furnish samples of Product items Bid, at no charge to the City. Designated City personnel will evaluate samples to determine the equality of the Products provided. All determinations shall be final and conclusive. Fleet Management will retain samples for comparison with items delivered under the resulting Contract.

5.21 Value Added Services.

Proposers are encouraged to include any special programs that your Company offers that will improve customer's ability to access Products, or other innovative strategies that could add value to this Contract.

5.22 Implementation of Services.

The successful Company will commit to working with the City to ensure a smooth transition. Bids must address how the Company will successfully implement a new account the size of the City. Following is an overview, not intended to be all inclusive of the transition components that will need to take place and be managed.

- Account Set-Up.
- Billing and Reporting.
- Customer Service Support.
- Communications and Trainings.
- Strategic & Tactical Field Support

5.23 Inventory:

All brands and sizes of parts that are carried in the City's Fleet Management inventory shall be stocked in the Company's inventories and made available for immediate delivery. Company shall analyze the City's usage patterns and maintain an adequate supply of parts and components identified by Fleet Management to meet the City's needs and avoid stock

EXHIBIT B

outs and back orders. Company recognize that the City provides essential and emergency Services to the citizens of the City of Charlotte and Mecklenburg County, and that Services cannot be provided if vehicles and equipment are down due to unavailability of parts and components.

The City reserves the right to acquire needed parts and components from alternate sources if the successful Company is unable to provide the required Products in a timely manner. Backorder and delivery reports and other methods deemed appropriate shall be requested by the City from time to time to monitor the Company's performance and compliance to the subsequent Contract. Poor performance with respect to the Product availability, or any other requirements of the Contract, may constitute grounds for termination of the Contract between the City and the Company.

If, for reasons beyond the control of the Company (i.e. industry wide parts outage), that result in a stock-out situation, the Company will be prepared and in agreement to supply the following: (a) immediate notification of inventory status to Fleet Management Shop Managers, Parts Managers, and Operations Managers at all stated City locations; (b) immediate notification and delivery of Contract specified parts and components when they become available.

EXHIBIT C

**EXHIBIT C
BID RESPONSE FORMS**

These Bid Response Forms is an Exhibit to and is incorporated into the Contract to Provide
AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES
(the "Contract") between the City of Charlotte and Advance Stores Company, Inc.

2. BID SUBMISSION FORM

ITB # 269-2016-070

AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

This Bid is submitted by:

Company Name: Advance Stores Company Inc.

State of Incorporation: VA

Representative (printed): Robert A. Wheeler

Representative (signed): 

Address: 2635 E. Millbrook Rd.

City/State/Zip: Raleigh, NC 27604

Telephone: 919-573-3004
(Area Code) Telephone Number

Facsimile: 919-301-4079
(Area Code) Fax Number

E-Mail Address: laura.payne@advance-auto.com

By signing above, the Bidder agrees that the City reserves the right to reject any and all Bids, to award multiple Contracts by line item, combination of items, or grand total according to the best interest of the City, to waive formalities, technicalities, to recover and re-Bid this ITB. Bids are valid for one hundred twenty (120) calendar days from Bid Opening.

The representative signing above hereby certifies and agrees that the following information is correct:

1. Bid/Bid document has been signed by authorized Bidder/proposer official.
2. Bid/Bid package has been properly labeled per the instructions. (See Section 1.6)
3. Bid/Bid package contains all of the Bid/Bid Response Package Forms:
 - Bid Submission - Form Two
 - Addenda Acknowledgement - Form Three
 - Exceptions - Form Four
 - Pricing Sheet - Form Five
 - Non-Discrimination Certification Compliance - Form Six
 - Bidder References - Form Seven
 - Pricing Market Baskets - Attachments 1 & 2
 - Complete Pricing Catalog - Attachment 3
 - U.S. Communities Supplier Worksheet - Section Seven
 - U.S. Communities Supplier Information - Section Seven
 - U.S. Communities Administration Agreement - Section Seven

3. ADDENDA ACKNOWLEDGEMENT FORM

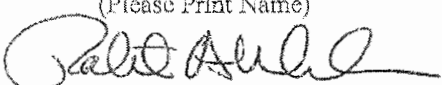
ITB # 269-2016-070
AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

Please acknowledge receipt of all addenda by including this form with your Bid. All addenda will be posted to www.ips.state.nc.us. It is the Bidder's responsibility to monitor the site for all addenda issued for this ITB.

Addenda Receipt: The Bidder confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bids (Bidder to list all addenda received):

Addendum #	Date Addendum Downloaded from NC IPS:
<u>1</u>	<u>6-24-16</u>
<u>2</u>	<u>6-30-16</u>
<u> </u>	<u> </u>

The signature below certifies that the above information has been verified as complete.

Robert A. Wheeler
(Please Print Name)

Authorized Signature

7-11-16
Date

Senior Vice President, Commercial
Title

Advance Stores Company Inc.
Company Name

4. EXCEPTIONS FORM

The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

ITB Section Number	ITB Section Title	Exception and Proposed Change to ITB

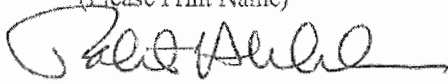
The signature below certifies that: (a) the Bidder's Bid complies with the requirements of this Invitation to Bid, and (b) that the Bidder takes no exception to the terms of the ITB other than those listed in the chart contained in this Form.

Robert A. Wheeler

(Please Print Name)

7-11-16

Date



Authorized Signature

SVP Commercial

Title

Advance Stores Company Inc.

Company Name

5. PRICING SHEET

ITB # 269-2016-070, AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

The undersigned proposes to furnish the following items in strict conformance to the Bid specifications and Bid invitation issued by the City of Charlotte for this Bid. Any exceptions are clearly marked in the Required Form – Section 6, Form 3.

BIDS ARE DUE NO LATER THAN 2:00 P.M. EDT, JULY 13, 2016

Pricing: Per Section 5.4, the Lead Public Agency is requesting (1) a fixed percentage discount for all Product Categories included below; (2) Unit prices for all Products listed in Attachment 1 – City Market Basket in Excel format; and (3) Unit prices for all Products listed in Attachment 2 -- National Market Basket in Excel format; and (4) a Complete price list of all Products and Services offered by the Bidder.

ITEM	PRODUCT CATEGORY	VERIFIABLE PRICE LIST (Current Retail Price List Number or ID)	PERCENTAGE (%) DISCOUNT FOR ENTIRE CATEGORY (All Brands)
1	Batteries	Retail List (P3) dated 7/1/16	33%
2	Filters	Retail List (P3) dated 7/1/16	65%
3	Brake Systems	Retail List (P3) dated 7/1/16	35%
4	Paint and Body Repair	Retail List (P3) dated 7/1/16	8%
5	Ignition/Emission	Retail List (P3) dated 7/1/16	34%
6	Cooling System	Retail List (P3) dated 7/1/16	15%
7	Ride Control, Chassis and Steering	Retail List (P3) dated 7/1/16	26%
8	Driveline	Retail List (P3) dated 7/1/16	14%
9	Automotive Hardware & Engine Parts	Retail List (P3) dated 7/1/16	15%
10	Exhaust	Retail List (P3) dated 7/1/16	20%
11	Bearings, Seals, Hub Assemblies	Retail List (P3) dated 7/1/16	27%
12	Starters & Alternators	Retail List (P3) dated 7/1/16	25%
13	Climate Control	Retail List (P3) dated 7/1/16	13%
14	Heavy Duty Parts	Retail List (P3) dated 7/1/16	8%
15	Engines/Equipment	Retail List (P3) dated 7/1/16	5%
16	Chemicals	Retail List (P3) dated 7/1/16	8%
17	Accessories & Miscellaneous	Retail List (P3) dated 7/1/16	8%

Discounts must include all equipment, labor, delivery, installation, consultation, vendor profit, and all other associated costs. No additional cost will be allowed.

Section Six
Required Forms

Bidders are required to organize the information requested in this ITB in accordance with the format outlined above. Failure of the Bidder to organize the information required by this ITB as outlined may result in the City of Charlotte, at its sole discretion, deeming the Bid non-responsive to the requirements of this ITB. The Bidder, however, may reduce the repetition of identical information within several sections of the Bid by making the appropriate cross-references to other sections of the Bid. Appendices for certain technical or financial information may be used to facilitate Bid preparation.

Bid Content.

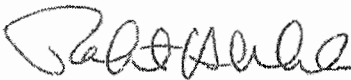
1. Cover Letter.
The Bid must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Bidder. The cover letter shall provide the name, address, telephone and facsimile numbers of the Bidder along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to Contract with the City of Charlotte. The cover letter shall present the Bidder's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.
2. Executive Summary.
The Bidder shall submit an executive summary, which outlines its Bid, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Bid that make it superior or unique in addressing the needs of the City of Charlotte. Executive Summary for City of Charlotte USC bid.doc
3. Required Forms.
To be deemed responsive to this ITB, Bidders must complete in detail, all Bid Forms included in Section 6, Section 7, and all Attachments.

Payment Terms: Net 30

Delivery After Receipt of Order: Usually within an hour

The undersigned hereby certifies the Bidder has read the terms of this Bid document, including the sample Contract (Section 5) and is authorized to bind the firm to the information herein set forth.

Date: 7-11-16 Legal Name of Bidder: Advance Stores Company Inc.

By:  Robert A. Wheeler, SVP Commercial
Signature Name and Title of Person Signing (PLEASE PRINT)

ATTACHMENT 3

ITB #269-2016-070 AUTOMOTIVE PARTS AND RELATED PRODUCTS AND SERVICES

CATALOG PRICE LIST

BIDDERS MUST INCLUDE A COMPLETE PRICE LIST OF ALL PRODUCTS AND SERVICES OFFERED IN THIS SAMPLE FORMAT. PRICING MUST BE SUBMITTED ON A CD OR FLASH DRIVE PER SECTION 5.3.2 OF THE ITB.

Category (Per Section 6 Required Form 5 - Pricing Sheet)	Part Number	Part Description	UOM	Mfg. Name	Mfg. Number	Retail List Price	Percent (%) Discount (off Retail List Price)	Unit Cost With Discount Applied
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See attached files called AAP_USC 2016-17 Price File and CQ_USC 2016-17 Price File as there are over 800,000 SKU's and it's too large to print

6. NON-DISCRIMINATION PROVISION

PROJECT: AUTOMOTIVE PARTS, ACCESSORIES AND RELATED SERVICES

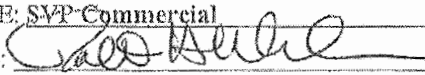
All requests for Bids or Bids issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Bid, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, marital status, familial status, sexual orientations, gender identity, gender expression, or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Bid submitted with this certification, and terminate any Contract awarded based on such Bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Bid and to any Contract awarded on such Bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, the Bidder shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: Advance Stores Company Inc.

BY: Robert A. Wheeler TITLE: SVP Commercial

SIGNATURE OF AUTHORIZED OFFICIAL: 

DATE: 7-11-16

7. REFERENCES

Company Name: Advance Stores Company Inc.

List three (3) clients excluding the City of Charlotte, for whom you have provided Products and Services similar to those outlined in this Invitation to Bid, for reference check:

NAME OF FIRM:	City of Columbia, MO
ADDRESS OF FIRM:	701 E. Broadway Columbia, MO 65202
CONTACT PERSON:	Mike Gilford
TELEPHONE NUMBER:	573-874-6285
FAX NUMBER:	573-443-3716
NAME OF FIRM:	Dallas County
ADDRESS OF FIRM:	509 Main St. Dallas, TX 75202
CONTACT PERSON:	Stephanie Ayala
TELEPHONE NUMBER:	214-589-7073
FAX NUMBER:	214-653-7449
NAME OF FIRM:	City of El Paso
ADDRESS OF FIRM:	1154 Hawkins Blvd. El Paso, TX 79961
CONTACT PERSON:	Ruben Rodríguez
TELEPHONE NUMBER:	915-212-8034
FAX NUMBER:	915-541-4355

EXHIBIT D

**EXHIBIT D
U.S. COMMUNITIES ADMINISTRATION AGREEMENT**

This Administration Agreement is an Exhibit to and is incorporated into the Contract to Provide **AUTOMOTIVE PARTS AND ACCESSORIES AND RELATED PRODUCTS AND SERVICES** (the "Contract") between the City of Charlotte and Advance Stores Company, Inc.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____ ("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1. The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2. U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement

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Required U.S. Communities Information

including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3. Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4. U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5. With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1. This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1. U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2. U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

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Required U.S. Communities Information

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the

Section Seven
Required U.S. Communities Information

state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) Pricing Commitment.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

(A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own

Section Seven
Required U.S. Communities Information

procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

- (A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.
 - (B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.
 - (C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.
 - (D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.
 - (E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.
- (c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Bids and solicitations.
- (d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.
- (i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed

Section Seven
Required U.S. Communities Information

in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: usecommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

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(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

Section Seven
Required U.S. Communities Information

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@usecommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside Services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each Contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure

Section Seven
Required U.S. Communities Information

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. 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 any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration 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. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

Section Seven
Required U.S. Communities Information

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

Advance Stores Company Inc.

By  _____

Name: Robert A. Wheeler

Title: Senior Vice President, Commercial

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

8th

day of

June

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the request by the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

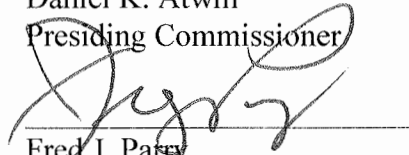
Done this 8th day of June, 2017

ATTEST:

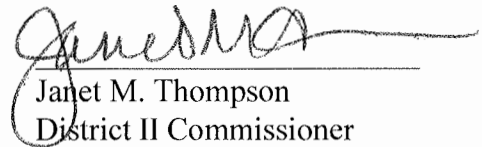
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing
David Eagle
Purchasing Assistant



613 E. Ash Street
Columbia, MO 65201
Phone: (573) 886-4394

MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: May 31, 2017

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
75.	NO TAG	87 SWITCH BOXES		INFORMATION TECHNOLOGY	UNKNOWN	
76.	NO TAG	245 SWITCH BOX CABLES		INFORMATION TECHNOLOGY	UNKNOWN	
77.	NO TAG	236 HUBS		INFORMATION TECHNOLOGY	UNKNOWN	
78.	NO TAG	236 SCANNERS		INFORMATION TECHNOLOGY	UNKNOWN	

cc: Heather Acton. Auditor's office Surplus File

RECEIVED

MAY 30 2017

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5-26-17

Fixed Asset Tag Number: NO TAGS

Description of Asset: 87 SWITCH BOXES

Requested Means of Disposal: Sell Trade In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: GOOD

Reason for Disposition: REPLACED

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and requirements.

Dept Number & Name: 1132 ELECTIONS

Signature: [Signature] by AD

To be Completed by: AUDITOR

Original Acquisition Date _____

G/L Account for Proceeds 1190-3836

Original Acquisition Amount _____ ?

cg

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 263-2017

Date Approved 6-8-17

Signature: [Signature]

RECEIVED

MAY 30 2017

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5-26-17

Fixed Asset Tag Number: NO TAGS

Description of Asset: 245 SWITCH BOX CABLES

Requested Means of Disposal: Sell Trade In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: GOOD

Reason for Disposition: REPLACED

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions or requirements.

Dept Number & Name: 1132 ELECTIONS

Signature _____

Wendy Starnes
by [Signature]

To be Completed by: AUDITOR

Original Acquisition Date _____

G/L Account for Proceeds

1190-3836

Original Acquisition Amount _____

Original Funding Source _____

?

48

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 263-2017

Date Approved 6-8-17

Signature *[Signature]*

RECEIVED

MAY 30 2017

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5-26-17

Fixed Asset Tag Number: NO TAGS

Description of Asset: 236 HUBS

Requested Means of Disposal: Sell Trade In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: GOOD

Reason for Disposition: REPLACED

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 ELECTIONS

Signature: Wendy S. [Signature] by MC

To be Completed by: AUDITOR

Original Acquisition Date _____

G/L Account for Proceeds 1190-3836

Original Acquisition Amount _____ ?

Original Funding Source _____

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

____ Trade _____ Auction _____ Sealed Bids

____ Other Explain _____

Commission Order Number 263-2017

Date Approved 6-8-17

Signature: [Signature]

RECEIVED

MAY 30 2017

BOONE COUNTY AUDITOR

BOONE COUNTY

Request for Disposal/Transfer of County Property

Complete, sign, and return to Auditor's Office

Date: 5-26-17 Fixed Asset Tag Number: NO TAGS

Description of Asset: 236 SCANNERS

Requested Means of Disposal: Sell Trade In Recycle/Trash Other, Explain:

Other Information (Serial number, etc.):

Condition of Asset: GOOD

Reason for Disposition: REPLACED

Location of Asset and Desired Date for Removal to Storage:

Was asset purchased with grant funding? YES NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal? YES NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 1132 ELECTIONS Signature: Wendy Starnes by MS

To be Completed by: AUDITOR

Original Acquisition Date _____

G/I. Account for Proceeds 1190-3836

Original Acquisition Amount _____

Original Funding Source _____ ?

Account Group _____

To be Completed by: COUNTY COMMISSION / COUNTY CLERK

Approved Disposal Method:

_____ Transfer Department Name _____ Number _____

Location within Department _____

Individual _____

_____ Trade _____ Auction _____ Sealed Bids

_____ Other Explain _____

Commission Order Number 263-2017

Date Approved 6-8-17

Signature [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

8th

day of June

20 17

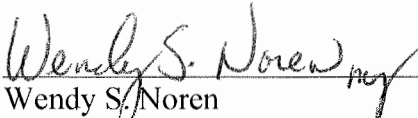
the following, among other proceedings, were had, viz:

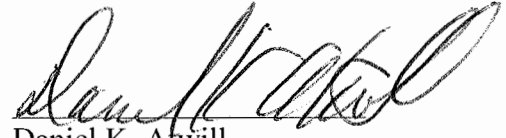
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C215091001 to purchase Livescan Maintenance, for our fingerprint system, from Morpho Trak, Inc. of Anaheim, CA.

The terms of the Cooperative Contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

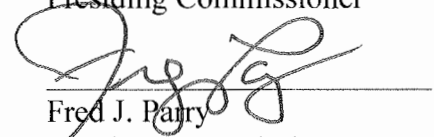
Done this 8th day of June, 2017

ATTEST:

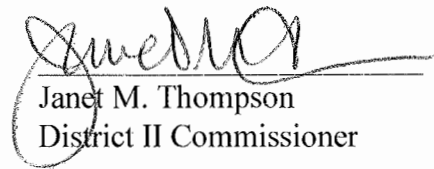

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: June 2, 2017
RE: Cooperative Contract: C215091001 – Livescan Maintenance with MorphoTrak

The Information Technology/Sheriff Departments request permission to utilize the State of Missouri cooperative contract C215091001 to purchase Livescan Maintenance from MorphoTrak, Inc. of Anaheim, California for our fingerprint system.

Total cost of maintenance is \$16,058.71 and will be paid from the following accounts:
Department 2902 – Corrections – LE Sales Tax, account 70050 – Software Service Contract, \$10,050.
Department 1251 – Sheriff, account 60050 – Equipment Service Contract, \$4,976.71
Department 2550 – Sheriff Revolving Fund Activity, account 60050 – Equipment Service Contract, \$1,032

cc: Trudy Fisher, IT / Leasa Quick, Sheriff
Contract File

**AGREEMENT FOR
MAINTENANCE SERVICES FOR LIVESCAN
(Fingerprint System)**

THIS AGREEMENT dated the 8th day of June 2017, is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MorphoTrak, LLC** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Agreement for Maintenance Services for Livescan (Fingerprint System), in compliance with all bid specifications and any addendum issued for the State of Missouri, Office of Administration contract **C215091001**, Boone County Insurance Requirements and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement shall prevail and control over the Contractor's proposed Maintenance Agreement.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Maintenance Services to the County, as described and in compliance with the this Agreement. Cost for said services for the period from January 1, 2017 through December 31, 2017, shall be Sixteen Thousand Fifty Eight Dollars and Seventy-One Cents (\$16,058.71).

3. **Contract Duration** - This agreement may be extended beyond the expiration date by order of the County for additional one-year periods and thereafter on a month to month basis in the event the County is unable to award a new contract prior to the expiration date. Pricing for renewal years shall be subject to a maximum 3% increase from prior period's pricing.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department for service described in the proposal specifications. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

MORPHOTRAK, LLC

BOONE COUNTY, MISSOURI

By: Walt Scott WARTSCOT
Title: VICE PRESIDENT 4/11/17

By: Boone County Commission
Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jane Pritchard by jgj 06/02/17
Signature Date

Appropriation Account	
2902-60050 =	10,258
1251-60050 =	4,036
2550-60050 =	1,266
2901-60050 =	502

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability - The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201



5515 East La Palma Avenue, Suite 100
 Anaheim, California 92807
 Tel: (714) 238-2000
 Fax: (714) 238-2049

INVOICE NUMBER 136582

Invoice Date: 5/16/2017
Payment Terms: Net 30
Customer Reference: MAIN 1/17-12/17
Customer ID: BO060

INVOICE TO

BOONE COUNTY SHERIFF

2121 COUNTY DR
 COLUMBIA, MO 65202

Attn:

PLEASE REMIT TO:

MORPHOTRAK, LLC
 5515 E LA PALMA AVE, SUITE 100
 ANAHEIM, CA 92807
 FEIN: 33-0154789

For questions regarding your account please contact
 Sonia Doner at (714)575-2923, or
 Victor Bennett at (714)238-2088

DELIVER TO

BOONE COUNTY LOCAL LAW

2121 COUNTY DRIVE
 COLUMBIA, MO 65202

Attn: Leasa Quick

Line	Part No Source Doc, Ship Date	Item Description	USD Unit Price Qty Ship	USD Total	Tax
1	MAINT	AFIS MAINTENANCE AND SUPPORT AGREEMENT #004627-000 <i>Coverage Term: January 1, 2017 to December 31, 2017</i>	\$1,338.23 12 MO	\$16,058.71	

CONTACT PERSON: Leasa Quick
PHONE: 573-875-1111

Lines	Freight	Tax	Sales Total	INVOICE TOTAL:	
1			\$16,058.71	AMOUNT PAID:	\$0.00
				TOTAL DUE:	\$16,058.71

CORPORATE HEADQUARTERS
 5515 East La Palma Avenue, Suite 100
 Anaheim, CA 92807

Send ACH/Wire to: **Swift Code:** CITIUS33
Acct: 3885 7368 **ACH Routing:** 031100209 **Wire Routing:** 031100209
 Email EFT Remittance to: MTK.eft.payments@morpho.com

Tel: (714) 238-2000
 Fax: (714) 238-2049
www.morpho.com/usa



Appendix A
Maintenance Spreadsheet
January 1, 2017 - December 31, 2017
Reference number: C215081001

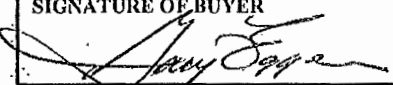
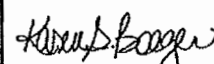
Line#	ITEM DESCRIPTION	QTY	Node Name	Location	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	
1	IL52 P250M DUPLEX TENPRINT CARD PRINTER	1	MOELS63 Same node name for printer	Boone County Sheriffs Office, 2121 County Drive, Columbia, MO 65202	\$323.18	\$323.18	\$323.18	\$323.18	\$323.18	\$323.18	\$323.18	\$332.87	\$332.87	\$332.87	\$332.87	\$332.87	\$332.87	\$3,926.59
2	UPS	2	No Node Names Assigned		\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$33.49	\$402.93
3	IL52 P255C1	1	MOPI1507	Boone CO Courts, 705 E. Walnut, Jail, Columbia Mo 65201	\$424.67	\$424.67	\$424.67	\$424.67	\$424.67	\$424.67	\$437.41	\$437.41	\$437.41	\$437.41	\$437.41	\$437.41	\$437.41	\$5,172.50
4	PRINTER	1	MOPLEX07	Boone CO Courts, 705 E. Walnut, Jail, Columbia Mo 65201	\$78.54	\$78.54	\$78.54	\$78.54	\$78.54	\$78.54	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$80.90	\$956.64
5	MORPHOTRAK ELISA DESKTOP LIVESCAN LSMO-D0M41E-00 BOOKING STATION 2-FINGER FAST ID, ROLLED FINGER, 500 PPI Elsa D41 Applicant system	1	MOELSAD01	Boone County Sheriffs Office, 2121 County Drive, Columbia, MO 65202	\$86.28	\$88.86	\$88.86	\$88.86	\$88.86	\$88.86	\$88.86	\$88.86	\$88.86	\$88.86	\$88.86	\$88.86	\$88.86	\$1,063.77
6	MORPHOIDEN BT/PIV, USB, BLUETHOOTH	2	MOMISO0005 MOMISO0006	Boone County Sheriffs Office, 2121 County Drive, Columbia, MO 65202	\$21.00	\$21.00	\$21.00	\$21.00	\$21.63	\$21.63	\$21.63	\$21.63	\$21.63	\$21.63	\$21.63	\$21.63	\$21.63	\$257.04
7	MORPHOTRAK ELISA LIVESCAN LSMO-D0M41E-00 BOOKING STATION 2-FINGER FAST ID, ROLLED FINGER, 500 PPI	1	MOELSAC41	Boone County Sheriffs Office, 2121 County Drive, Columbia, MO 65203	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$339.17	\$4,080.18
8	MORPHOIDEN BT/PIV, USB, BLUETHOOTH	2	MOMISO0005 MOMISO0006	Boone County Sheriffs Office, 2121 County Drive, Columbia, MO 65202	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.60	\$20.60	\$20.60	\$20.60	\$20.60	\$20.60	\$20.60	\$244.20
TOTAL		11			\$1,326.33	\$1,328.91	\$1,328.91	\$1,328.91	\$1,329.54	\$1,330.14	\$1,345.24	\$1,354.94	\$1,354.94	\$1,354.94	\$1,354.94	\$1,354.94	\$1,354.94	\$16,103.85
<div style="display: flex; justify-content: space-between;"> Month of price escalation Credit for prepaid maintenance on MOELSAC41 Term 20 </div>																		
\$45.14																		
\$16,058.71																		

Note: Elsa MOELSAC41 maintenance prorated for 23 days for the term 2018



NOTICE OF RENEWAL

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER C215091001	CONTRACT TITLE AFIS LiveScans & Maintenance Services
AMENDMENT NUMBER 001	CONTRACT PERIOD July 1, 2016 through June 30, 2017
REQUISITION NUMBER NR 812 HP066000051	VENDOR NUMBER 3301547890 1
CONTRACTOR NAME AND ADDRESS MorphoTrak, LLC Attention: Doug Meier 33405 8 th Ave. S, Ste. 200 Federal Way, WA 98003	STATE AGENCY'S NAME AND ADDRESS Missouri State Highway Patrol Information Systems Division 1510 East Elm St. Jefferson City, MO 65101
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract C215091001 is hereby amended pursuant to the attached signed amendment #001, dated 6/27/16.	
BUYER Gary Eggen	BUYER CONTACT INFORMATION Email: gary.eggen@oa.mo.gov Phone: (573) 751-2497 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 6/30/16
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
CONTRACT AMENDMENT

AMENDMENT NO.: 001
CONTRACT NO.: C215091001
TITLE: AFIS LiveScans & Maintenance Services
ISSUE DATE: 06/24/16

REQ NO.: NR 812 HP066000051
BUYER: Gary Eggen
PHONE NO.: (573) 751-2497
E-MAIL: gary.eggen@oa.mo.gov

TO: MorphoTrak, LLC
Attention: Rosario Hernandez
33405 8th Ave. S, Ste. 200
Federal Way, WA 98003

RETURN AMENDMENT BY NO LATER THAN: 06/29/16 AT 5:00 PM CENTRAL TIME

RETURN AMENDMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	shelby.loethen@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Missouri State Highway Patrol
Information Systems Division
1510 East Elm St.
Jefferson City, MO 65101

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		MorphoTrak LLC	
5515 E La Palma Ave		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
Anaheim, CA 92807			
CONTACT PERSON		EMAIL ADDRESS	
Rosario Hernandez		rosario.hernandez@morpho.com	
PHONE NUMBER		FAX NUMBER	
714-238-2071		714-237-0050	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE)		VENDOR NUMBER (IF KNOWN)
33-0154789	<input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN		3301547890
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> LLC <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		June 27, 2016	

AMENDMENT #001 TO CONTRACT C215091001

CONTRACT TITLE: AFIS LiveScans & Maintenance Services

CONTRACT PERIOD: July 1, 2016 through June 30, 2017

The State of Missouri hereby exercises its option to renew the above-referenced contract.

The contractor shall indicate on the pricing table(s) below the firm fixed prices for the above contract period. Any price increase quoted must not exceed the maximum price increase stated in the contract (maximum 3% increase from prior period's pricing). The contractor shall understand and agree if the contractor responds with any renewal period pricing increase, such increase may result in a justification request or in the state conducting a new procurement process rather than accepting the contractor's proposed renewal option pricing.

All other terms, conditions and provisions of the contract shall remain the same and apply hereto. The contractor shall sign and return this document, along with completed pricing, on or before the date indicated.

The contractor's failure to complete and return this document shall not stop the action specified herein. If the contractor fails to complete and return this document prior to the return date specified or the effective date of the contract period stated above, whichever is later, the state may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

**EXHIBIT A
CONTRACT RENEWAL PRICING**

A.1 EQUIPMENT PRICING:

LIVESCAN INTERFACE PRICING		
Description	Unit of Measure	Unit Price
MSHP AFIS Integration	REMOVE	REMOVE
LiveScan to AFIS Connection Module (Non-MorphoTrak LiveScan)	REMOVE	REMOVE

MORPHOTRAK LIVESCAN BOOKING WORKSTATIONS / OPTIONAL COMPONENTS				
Product Number Description	Unit of Measure	Unit Price	Annual Maintenance 24x7	Annual Maintenance 8x5
500 ppi Resolution LiveScan				
Desktop LiveScan (Applicant Only)	Each	\$ 4,950.00	N/A	\$ 1,000.00 (Help Desk w/parts only)
Desktop LiveScan -TP Only (Tenprint Capture Only; Qty.: 1-20)	Each	\$ 9,920.00	\$ 3,140.00	\$ 2,415.00
Desktop LiveScan -TP Only (Tenprint Capture Only; Qty.: >20)	Each	\$ 8,430.00	\$ 3,140.00	\$ 2,415.00
Desktop LiveScan - TP+ PP (Tenprint + Palm Print Capture; Qty.: 1-20)	Each	\$ 16,090.00	\$ 3,783.00	\$ 2,910.00
Desktop LiveScan - TP+ PP (Tenprint + Palm Print Capture; Qty.: >20)	Each	\$ 13,680.00	\$ 3,783.00	\$ 2,910.00
Portable Laptop LiveScan (Applicant Only)	Each	\$ 6,350.00	N/A	\$ 1,000.00 (Help Desk w/parts only)
Portable Laptop LiveScan -TP Only (Tenprint Capture Only; Qty.: 1-20)	Each	\$ 10,440.00	\$ 3,335.00	\$ 2,566.00
Portable Laptop LiveScan -TP Only (Tenprint Capture Only; Qty.: > 20)	Each	\$ 8,870.00	\$ 3,335.00	\$ 2,566.00
Portable Laptop LiveScan -TP+ PP (Tenprint + Palm Print Capture; Qty.: 1-20)	Each	\$ 17,120.00	\$ 3,766.00	\$ 2,897.00
Portable Laptop LiveScan -TP+ PP (Tenprint + Palm Print Capture; Qty.: > 20)	Each	\$ 14,550.00	\$ 3,766.00	\$ 2,897.00
Scanner Block - TP+ PP, replacement (Tenprint + Palm Print Capture; Qty.: 1-20)	Each	\$ 11,070.00	\$ 3,783.00	\$ 2,910.00
Scanner Block - TP+ PP, replacement (Tenprint + Palm Print Capture; Qty.: > 20)	Each	\$ 9,410.00	\$ 3,783.00	\$ 2,910.00
1000 ppi High Resolution LiveScan				
Desktop LiveScan - TP+ PP (Tenprint + Palm Print Capture)	Each	\$17,864.00	\$3,890.00	\$2,992.00
Portable Laptop LiveScan - TP+ PP (Tenprint + Palm Print Capture)	Each	\$18,216.00	\$ 3,775.00	\$ 2,904.00
LiveScan Optional Components				
FBI Certified Duplex Card Printer (Finger & Palm Duplex printer w/2 trays)	Each	\$ 1,600.00	\$ 358.00	\$ 244.00
Mugshot Capture - Type 10 (Desktop/Portable Models Only)	Each	\$ 1,325.00	\$ 290.00	\$ 199.00
Mugshot Capture - Type 10 (Cabinet Model Only)	Each	\$ 1,600.00	\$ 240.00	\$ 144.00

Iris Capture (Type 17)	Each	\$ 3,200.00	\$ 710.00	\$ 477.00
Local RMS Interface Connection	Each	\$ 2,000.00	\$ 440.00	\$ 300.00
Card Template Development (per card type)	Each	\$ 3,200.00	N/A	N/A
Training (4H Session; Max of 4 individuals)	Total	\$ 1,100.00	N/A	N/A

MORPHO CARDS CAN PRICING				
Description	Unit of Measure	Unit Price	Annual Maintenance 24x7	Annual Maintenance 8x5
CardScan Workstation	Each	\$ 5,250.00	\$ 1,776.00	\$ 1,200.00
CardScan Application Software (for AFIS Workstation)	Each	REMOVE	REMOVE	REMOVE

MORPHO FAST ID DEVICE PRICING							
Description	Unit of Measure	Unit Price Qty 1-25	Unit Price Qty 26-100	Unit Price Qty 101-200	Unit Price Qty 201-500	Unit Price Qty 500+	Annual Maint.
MorphoIDent (Handheld Device w/ Protective Sleeve)	Each	\$ 1,700	\$ 1,550	\$ 1,350	\$ 1,150	\$ 950	\$175

SORNA KIOSK PRICING			
Description	Unit of Measure	Unit Price	Annual Maint. 24x7
SORNA Kiosk + Admin Workstation and Printer	REMOVE	REMOVE	REMOVE

A.2 LIVESCAN EQUIPMENT MAINTENANCE PRICING:

MSHP LiveScan Equipment Maintenance Pricing: Contractor shall also provide pricing of MSHP Livescan maintenance pricing.

Local Law Enforcement Agency LiveScan Equipment Pricing:

New Equipment Maintenance, Initial One-Year Period after Expiration of Warranty: See Equipment Pricing Tables for initial one year maintenance pricing to take effect after expiration of one-year warranty. Monthly maintenance pricing is calculated by taking annual maintenance and dividing by 12.

Maintenance Renewal Pricing: Upon the anniversary date of the equipment acquisition, equipment maintenance pricing may be increased by no more than 3% of the previous year's maintenance price.

ATTACHMENT #1 - MSHP LIVESCAN MAINTENANCE PRICING

ITEM DESCRIPTION	QTY	Node Names	SRV	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul 16 - Jun 17	
CJIS TP Operations																	
CardScan Workstation	4	MOC511/MOC512/MOC513/MOC515	Dec-11	\$807.75	\$807.75	\$807.75	\$807.75	\$807.75	\$807.75	\$825.98	\$825.98	\$825.98	\$825.98	\$825.98	\$825.98	\$7,402.40	
Total				\$807.75	\$807.75	\$807.75	\$807.75	\$807.75	\$807.75	\$825.98	\$825.98	\$825.98	\$825.98	\$825.98	\$825.98	\$7,402.40	
LiveScan Operations																	
ELSA-255C LiveScan (Public Window)	1	MOELSAC23 (#17731) Booking Workstation	Apr-14	\$332.20	\$332.20	\$332.20	\$332.20	\$332.20	\$332.20	\$332.20	\$332.20	\$332.20	\$332.20	\$342.17	\$342.17	\$4,006.33	
ILS2C LiveScan (Public Window)	1	MOILS4s	Apr-09	\$879.52	\$879.52	\$879.52	\$879.52	\$879.52	\$879.52	\$879.52	\$879.52	\$879.52	\$879.52	\$905.91	\$879.52	\$10,580.83	
Duplex Printers (Troop A and C)	2	ARISMOLEX04	May-03	\$130.19	\$130.19	\$130.19	\$130.19	\$130.19	\$130.19	\$130.19	\$130.19	\$130.19	\$130.19	\$134.10	\$134.10	\$1,570.09	
ILS2-R255M LiveScan (Training Unit)	3	MOTRAIN01/MOTRAIN02/MOTRAIN03	May-06	\$969.57	\$969.57	\$969.57	\$969.57	\$969.57	\$969.57	\$969.57	\$969.57	\$969.57	\$969.57	\$969.57	\$969.57	\$11,693.01	
ILS2-R255M LiveScan (Troop A)	1	MOPILS172 (LS+Printer+Mug)	May-10	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$544.84	\$6,377.09	
ILS2-R255M LiveScan (Troop C)	1	MOPILS173 (LS+Printer+Mug)	May-10	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$528.78	\$544.84	\$6,377.09	
MorpholDent handheld w/Bluetooth	20	MOMIHP-0001 TO MOMIHP0020 (#7988)	Oct-12	\$147.01	\$147.01	\$147.01	\$147.01	\$147.01	\$151.42	\$151.42	\$151.42	\$151.42	\$151.42	\$151.42	\$151.42	\$1,799.40	
MorpholDent handheld w/Bluetooth	16	MOMIHP0021 TO MOMIHP0033 (#13351)	Jun-14	\$164.80	\$164.80	\$164.80	\$164.80	\$164.80	\$164.80	\$164.80	\$164.80	\$164.80	\$164.80	\$164.80	\$164.80	\$1,977.60	
MorpholDent handheld w/Bluetooth	1	MOMHP0006BKNGNARC (#18570)	Jun-14	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30	\$10.30	\$123.60	
MorpholDent handheld w/Bluetooth	16	15100150, 15100151,15100166,15100185,15100186,15100258,15110002,15110004,15110005,15110038,15110041,15110058,15110061,15110062,15110063,15110069 (#23262)	Jun-15	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$160.00	\$1,920.00
ELSA LiveScan Portable (Training Unit)	1	MOELSAPT0 (17780)	May-14	\$347.38	\$347.38	\$347.38	\$347.38	\$347.38	\$347.38	\$347.38	\$347.38	\$347.38	\$347.38	\$347.38	\$347.38	\$4,178.98	
ELSA LiveScan Portable (Training Unit)	1	MOELSAPT1 (20346)	Oct-14	\$330.83	\$330.83	\$330.83	\$330.83	\$340.75	\$340.75	\$340.75	\$340.75	\$340.75	\$340.75	\$340.75	\$340.75	\$4,049.38	
Total				\$4,529.98	\$4,529.98	\$4,529.98	\$4,529.98	\$4,543.70	\$4,543.70	\$4,543.70	\$4,543.70	\$4,543.70	\$4,570.08	\$4,570.08	\$4,570.08	\$54,853.38	
GRAND TOTAL				\$5,137.11	\$5,137.11	\$5,137.11	\$5,137.11	\$5,151.45	\$5,151.45	\$5,151.45	\$5,151.45	\$5,151.45	\$5,151.45	\$5,151.45	\$5,151.45	\$62,053.37	

First year of maintenance
Month of the 3% increase apply

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

JEAN-YVES GUEDON
SR. VICE PRESIDENT

Name and Title of Authorized Representative

Signature



Date

2/5/2012

E-Verify *Employment Eligibility Verification*

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- [Add User](#)
- [View Users](#)
- [Maintain Company](#)
- [Terminate Company Participation](#)

Reports

- [View Reports](#)

Company Information

Company Name: MorphoTrak, Inc
Company ID Number: 276250

[View / Edit](#)

Physical Location:

Address 1: 1145 Broadway, Suite 200
Address 2:
City: Tacoma
State: WA
Zip Code: 98402
County: PIERCE

Mailing Address:

Address 1:
Address 2:
City:
State:
Zip Code:

Employer Identification Number: 330154789
Total Number of Employees: 100 to 499
Corporate / Parent Company:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

Total Hiring Sites: 2

[View / Edit](#)

Total Points of Contact: 3

[View / Edit](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: Dallas.Certs@marsh.com Fax: 212-948-0519	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED MorphoTrak, LLC 33405 8th Avenue S Federal Way, WA 98003	INSURER A : Liberty Mutual Fire Insurance Company		23035
	INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA		19445
	INSURER C : Liberty Insurance Corporation		42404
	INSURER D : HDI-Gerling America Insurance Company		41343
	INSURER E :		
	INSURER F :		

COVERAGES	CERTIFICATE NUMBER:	HOU-002495789-29	REVISION NUMBER:3
------------------	----------------------------	------------------	--------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2-641-438914-086	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS7-641-438914076	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			19086643	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WA7-64D-438914-056 (AOS) WC7-641-438914-066 (WI)	07/01/2016 07/01/2016	07/01/2017 07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	ALL RISK PROPERTY CONTINUED ON ADDITIONAL PAGE			CPD12541-02	07/01/2015	12/01/2016	250,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Boone is included as Additional Insured under the General Liability policy as their interest may appear, but only to the extent such status is required under their written contract / agreement with the Named Insured.

CERTIFICATE HOLDER County of Boone Boone County Annex Purchasing Department 613 E Ash Street Columbia, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED MorphoTrak, LLC 33405 8th Avenue S Federal Way, WA 98003	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

PROPERTY - PERILS:

All Risk of direct physical loss or damage to insured property on a replacement cost basis, subject to policy terms, conditions and exclusions.

Other Sublimits and Deductibles may apply as per policy terms and conditions.

PROPERTY - DEDUCTIBLE AND BUSINESS INTERRUPTION:

\$10,988 - Property Damage

\$1,099 - Goods Dedicated to Residential Use ONLY

\$3,296,340 - Business Interruption for Entity Snecma, Except SMA Locations

\$549,390 - Business Interruption for all other entities.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 17

County of Boone } ea.

In the County Commission of said county, on the

8th

day of June

20 17

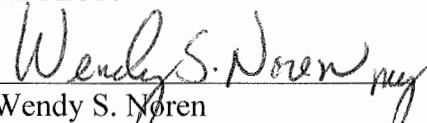
the following, among other proceedings, were had, viz:

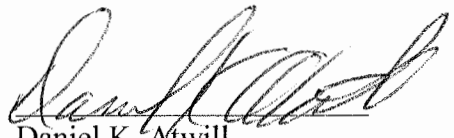
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the Information Technology Department to purchase aerial mapping platform hardware and software.

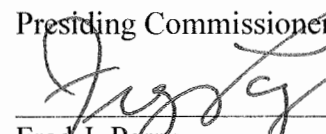
Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2703	91300	I/T - 911/EM	Machinery & Equipment		1,400
2703	92301	I/T - 911/EM	Replacement Computer Hardware	1,400	
1170	91300	Information Technology	Machinery Equipment		1,400
1170	91302	Information Technology	Computer Software		1,500
1170	91301	Information Technology	Computer Hardware	1,315	
1170	92301	Information Technology	Replacement Computer Hardware	1,585	
				4,300	4,300

Done this 8th day of June, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Hardware and Software (Cost Share Between GIS, RM, PW, & AS)

Item	Upfront Costs	Ongoing Costs	Account
Mavic Pro Bundle and Nanuk 920-MAV3 hard case	\$1,400		1170-91300
Mavic Pro Bundle and Nanuk 920-MAV3 hard case	\$1,400		2703-91300
ESRI Drone2Map for ArcGIS Software (Annual Subscription)	\$1,500	\$1,500 annually	1170-91302
FAA sUAS registration (for unlimited aircraft)	\$5	\$5 every three years	1176 - OUT OF
	\$4,305	\$1,502	

*CURRENT
BUDGET*

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 17

In the County Commission of said county, on the 8th day of June 20 17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Amanda Nole in the amount of \$4,546.44, less \$321.57 for unpaid personal property taxes, as recommended by the County Treasurer.

Done this 8th day of June, 2017

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Commission Order:

Now on this day the Boone County Commission takes up the disposition of the 2014 tax sale surplus relating to parcel 12-801-28-00-002.00

Pursuant to RSMo §140.230 the Commission is authorized to approve claims for any tax sale surplus held by the County Treasurer from the County Collector's annual tax sale. The owner or owners of the subject real property, or their legal representatives, have three (3) years to make a claim for that surplus. The owner of record at the time the subject property went to tax sale was Arlie D Nole, Sr, deceased. His daughter, Amanda Nole, has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. Along with that, the Boone County Circuit Court has adjudged Ms. Nole to be Arlie D. Nole's sole and only heir and to be entitled to all of those tax surplus proceeds remaining after payment to the Boone County Collector of \$321.57 for Arlie D. Nole's remaining unpaid personal property taxes. The verified surplus claim and a copy of the Boone County Circuit Court's Order of Distribution and Determination of Heirship are made a part of this record. The surplus funds claim to the Treasurer is timely.

The County Treasurer, based upon the Boone County Circuit Court's Order and the Tax Surplus Claim presented to his office and made a part of the record before the Commission, is satisfied that Amanda Nole is the legal representative of the record owner of the subject property at the time of the delinquent land tax auction and so is entitled to the total surplus of \$4,546.44, less \$321.57 for Arlie D. Nole's unpaid personal property taxes, and recommends the Commission approve the same.

THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of the surplus to Amanda Nole in the amount of \$4,546.44, less \$321.57 payable to the Boone County Collector, via check payable to Amanda Nole in that amount.

Done this 8th day of June, 2017.

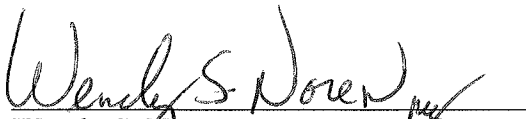


Daniel K. Atwill
Presiding Commissioner

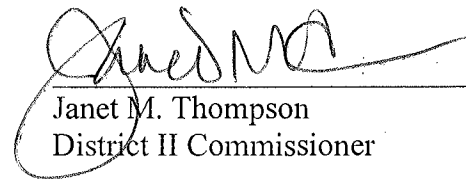


Fred Parry
District I Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Janet M. Thompson
District II Commissioner

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI

IN RE THE ESTATE OF

ARLIE D. NOLE, SENIOR,

DECEASED.

]
]
]
]
]
]

COPY CASE NO. 17BA-PR00051

ORDER OF DISTRIBUTION AND DETERMINATION OF HEIRSHIP

Now, on this 25th day of May, 2017, comes for hearing the Verified Petition of Amanda Nole for the determination of the heirs of ARLIE D. NOLE, SENIOR, deceased. Petitioner AMANDA NOLE appears by and through counsel.

The Court finds that notice of the time and place of the hearing has been given as provided by law and proof thereof duly filed. Thereupon evidence is produced upon said Verified Petition, and after hearing and considering the same and being duly advised in the premises, the court finds:

- 1. That the matters and facts stated in said Verified Petition are true.
- 2. That ARLIE D. NOLE, SENIOR died on June 8, 2014; that more than one year has elapsed since the date of his death; that no administration has been commenced on the estate of said Decedent in this state; and no Will of said Decedent has been offered for probate in this state.
- 3. That at the time of his death, Decedent owned the following described real property located in Boone County, Missouri, to-wit: Sec 28 T49 R12, 4480 Hinkson Creek Rd, Deeded 3.14 Acres Calculated 2.9 Acres Being Part E1/2 SE (S of Road & W of creek) (being the smaller tract of Sur 509-405) as rec QTCL Book/Page 4155/46, Parcel # 12-801-28-00-002.00. (the "Property").

1
COPY

FILED
BOONE COUNTY
MAY 25 2017
CIRCUIT COURT
COLUMBIA, MO.

4. That Property was sold for back taxes on or about August 25, 2014, and the amount paid by the purchaser was \$4,546.44 in excess of the amount owed to the county collector (the "surplus").

5. That Decedent was survived by and left as sole and only heir the following person, whose name, relation to said decedent and interests in the property of said decedent as such heir is as follows:

NAME	RELATION TO DECEASED	INTEREST IN PROPERTY
Amanda Nole	Daughter	100%

6. That Petitioner, as an heir of Decedent, has an interest in the property above described and is authorized to prosecute Petitioner's Verified Petition.

7. That on February 16, 2017, the Boone County Collector made a claim against Decedent's estate for delinquent personal property taxes.

8. That Petitioner acknowledges and admits that the estate is indebted to the Boone County Collector in the amount of \$318.42, with interest, penalties, and fees to accrue until paid in full.

9. That on March 2, 2017, the State of Missouri, Department of Social Services, notified the Court that the State has not, and does not intend to, file a claim against this estate or to pursue recovery of the debt in court.

10. Petitioner is entitled to the relief prayed for in Petitioner's Verified Petition.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED the Boone County Collector's claim is valid in the amounts above described; that the estate shall immediately pay the Collector's above-stated claim amounts to the Collector as a condition precedent to Petitioner receiving any distribution from the estate; that ARLIE D. NOLE, SENIOR, deceased, was

survived by and left as sole and only heir the following person, whose name, relation to said decedent and respective interest in the property above-described owned by said decedent at the time of his death as aforesaid are as follows:

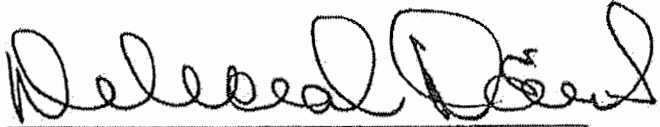
NAME	RELATION TO DECEASED	INTEREST IN PROPERTY
Amanda Nole	Daughter	100%

and that, subject to any lawful disposition thereof heretofore made by any of such heirs, said property above-described shall be and is hereby assigned to and vested in such above-named heir.

Dated:

5-25-17

COPY


HONORABLE DEBORAH DANIEL
 Division of
 Real Estate Division


COPY

COLLECTOR CERTIFICATION & AFFIDAVIT

Comes now Brian McCollum, and hereby certify that I am the duly elected and acting Collector of Revenue for Boone County, Missouri, and I am the custodian of records kept in my office and the attached document.

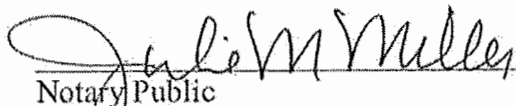
1. The attached 2012 Personal Property Tax Bill, 2012P017966, for Arlie D. Nole is a true and accurate copy of an official record in my custody.
2. The amount due for bill 2012P017966 in May 2017 is \$318.42.

STATE OF MISSOURI)
)ss
COUNTY OF BOONE)



Brian McCollum
Collector of Revenue
Boone County, Missouri

SUBSCRIBED and sworn to before me, a notary public, this 24th day of
May, 2017.



Notary Public
JULIE M MILLER
Notary Public - Notary Seal
State of Missouri - County of Boone
My Commission Expires Sept. 14, 2020
Commission #16821300



Bill # 2012P017966

DELINQUENT
2012 BOONE COUNTY PERSONAL PROPERTY
TAX STATEMENT

BRIAN MCCOLLUM, COLLECTOR OF REVENUE

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER
9th & Ash - 801 E. Walnut, Room 118, Columbia, MO 65201-4890
Telephone (573) 886-4285 Fax (573) 886-4294 www.showmeboone.com/COLLECTOR
Office hours 8am to 5pm, Monday through Friday, except scheduled holidays

Payments may be made:

- In Person
- By Mail
- Drop Box (corner of 9th and Ash streets)
- By phone *fees apply (toll free 1-877-690-3729, code 3517)
- On our website *fees apply (www.showmeboone.com/Collector.)
- Via your financial institution's online bill-pay service (include account number)

Acceptable methods of payment:

- Check (include account number on check & daytime phone #)
- Cash (in person only)
- Money Order
- E-check - *fees apply - online or by phone only
- Online bill-pay (with account number included)
- Credit Cards *fees apply Discover;Mastercard;Visa; American Express cards

*Fees (2.5% fee on all cards, min \$1.50 fee; all e-checks \$1.50 - No fees are retained by the collector or the county)

Mall your payment early to avoid penalties. USPS postmark date determines month of payment. See payment chart at bottom of bill for amount due if paid or postmarked after December 31.



NOLE ARLIE D
3406 RANGELINE ST LOT 106
COLUMBIA MO 65202-1669

DUE UPON RECEIPT, BECOMES DELINQUENT JANUARY 1, 2017

The Collector makes every effort to mail tax bills to the address on file. Failure to receive a bill does not relieve the obligation to pay taxes and applicable late charges.

If you owned tangible personal property in Boone County on January 1, you owe taxes for all vehicles and other taxable personal property owned on that date. Taxes are not prorated. The entire amount is due regardless if the property is no longer owned or has been moved from Boone County.

2012 Taxing Entity		2012 Tax Rate	2012P017966 Tax Bill Amount
STATE BOONE COUNTY	STATE GENERAL REVENUE	.0300	68
	FAMILY RESOURCE	1.200	274
	INCIDENTAL FUND	.1146	62
COLUMBIA SCHOOL	TEACHERS FUND	1.6293	3720
	DEBT SERVICE	2.7000	6164
	CAPITAL PROJECT	.9219	2105
COLUMBIA BC LIBRARY	GENERAL REVENUE	.1507	344
COMMON ROAD	GENERAL REVENUE	.4100	936
	COMMON LEVY	.3036	693
		.0500	114
To calculate tax due (assessed value/100 x Rate = Tax \$)		Totals	146.80

County Assessor's Late Assessment Fee 30.00
County Clerk's Supplemental Fee
Late Payment Penalties 120.54
Late Payment Fees 20.83
Fixed Costs .25
Return Check Fees
Amount Tendered

TOTAL DUE	See Payment Chart Below For Total Due
------------------	--

Property Description	VIN Number	Type	Yr/Qty	Assessed
CHEVRO SILVERADO C1500	1GCEC14XX5Z344710	TRUC	2005	2.283
DECLARATION RETURN DATE 5/31/2012				Total Assessed Value 2,283

PLEASE RETURN BILL STUB WITH YOUR PAYMENT. Include bill numbers on check. Multiple bills may be paid with one check. If paying by credit card, please fill out appropriate information.
Detach here Keep top portion for your records. Receipt will be returned upon payment.

Paying By Credit Card

As a convenience to our taxpayers, the Boone County Collector's office accepts credit cards listed below. A convenience fee is charged to your credit card when you pay your taxes by credit card. This fee is not retained by the collector or county. To pay with credit card by mail, please complete the information and sign below.

The fee for paying by credit card is 2.5% with a minimum fee of \$1.50.

Please check credit card brand and clearly write in account number below
 Discover MasterCard Visa American Express

Number _____ / _____ / _____ / _____
 3 Or 4 Digit V-Code _____ / _____ / _____ Exp. Date _____ / _____
 (Month) (Year)

I understand the total charged on my credit card includes a convenience fee of 2.5% or a minimum of \$1.50.

SIGNATURE OF CARDHOLDER _____
 PRINT NAME AS APPEARS ON CARD _____
 DAYTIME PHONE NUMBER _____

If we are unable to process your credit card payment you will receive a new bill and late charges may apply. Please remit early.

Address correction

Name _____
 Address _____
 Address _____
 City, State, Zip _____

Payable to:
Boone County Collector of Revenue

ACCOUNT NUMBER: 057118

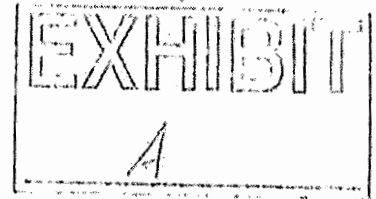
NOLE ARLIE D
3406 RANGELINE ST LOT 106
COLUMBIA MO 65202-1669

TOTAL DUE
See Payment Chart Below

2012 Tax Due If Paid In	2017
JAN	305.84
FEB	308.98
MAR	312.13
APR	315.28
MAY	318.42
JUN	321.57
JUL	324.71
AUG	327.86
SEP	331.00
OCT	331.00
NOV	331.00
DEC	331.00



CLAIM & AFFIDAVIT OF AMANDA NOLE



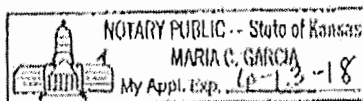
COUNTY OF St. Lawrence) SS.
STATE OF Kansas)

1. My name is Amanda Nole and I am the heir of my unmarried, late father, Arlie D. Nole, Senior ("Decedent").
2. As of the August, 2014 tax sale, Decedent was the publicly recorded owner of a property known and described as "Sec 28 T49 R12, 4480 Hinkson Creek Rd, Deeded 3.14 Acres Calculated 2.9 Acres Being Part E1/2 SE (S of Road & W of creek) (being the smaller tract of Sur 509-405) as rec QTCL Book/Page 4155/46" ("the property").
3. As shown in Exhibit A, the tax sale of the property created a surplus of \$4,546.44 ("the surplus").
4. Pursuant to Section 140.230.1, the surplus was to be paid into the county treasury.
5. Pursuant to Section 140.230.2, the surplus is to be held "for the publicly recorded owner or owners of the property sold at the time of the delinquent land tax auction or their legal representatives."
6. Decedent died in ²⁰¹⁴2013 and more than one year has elapsed since the date of his death.
7. No administration has been commenced on the estate of Decedent in the state of Missouri; and no Will of Decedent has been offered for probate in the state of Missouri.
8. I am Decedent's heir.
9. As Decedent's heir, I am authorized to prosecute this claim as a "representative" under Section 140.230, RSMo.
10. Pursuant to Section 140.230, RSMo., I direct that check in the amount of the surplus (\$4,546.44) be issued to me and directed to my attorney, Christopher Powers, at 200 NE Missouri Rd, (Ste. 200), Lee's Summit, MO 64086.
11. The matters contained herein have been verified by me, and are within my knowledge.

Affiant, being first duly sworn upon oath, deposes and states that Affiant has read the foregoing and that the statements contained therein are true and correct according to Affiant's best knowledge, information and belief.

Amanda Nole
By: Amanda Nole

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on this 2nd day of February, 2017.



Maria C. Garcia
Notary Public

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

8th

day of

June

20

17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby appoint Ernie Wren III and June Pitchford as Boone County's representatives to the City of Columbia Tax Increment Financing Commission.

Done this 8th day of June, 2017

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

8th

day of June

20 17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by Toastmasters for July 25, 2017 from 5:00 p.m. to 9:00 p.m.

Done this 8th day of June, 2017.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: TOASTMASTERS Yo NATALIE MEIGHAN

Address: 801 E WALNUT ROOM 315

City: COLUMBIA State: MO ZIP Code: 65201

Phone: 573 886 4483 Website: _____

Individual Requesting Use: NATALIE MEIGHAN Position in Organization: DIVISION DIRECTOR

Facility requested: Chambers Room 301 Room 311 Room 332 Centrala Clinic

Event: TOASTMASTERS OFFICER TRAINING

Description of Use (ex. Speaker, meeting, reception): MEETING

Date(s) of Use: JULY 25, 2017

Start Time of Setup: 5:00 AM/PM AM Start Time of Event: 5:30 AM/PM AM

End Time of Event: 8:30 AM/PM AM End Time of Cleanup: 9:00 AM/PM AM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Natalie Meighan, Division E Director

Phone Number: 573-886-4483 Date of Application: June 6, 2017

Email Address: tm-natalie.meighan@gmail.com

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymio.org.

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Wendy S. Nowak
County Clerk

BOONE COUNTY, MISSOURI

Roger B. Wilson
County Commissioner

DATE: 6-8-17