

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 GA	OLD WORLD AUTOMOTIVE, INC.	163	14.99	-8	13.79	\$2,247.77	OLD WORLD AUTOMOTIVE	OWI_DEF002
291	433836	RADIATOR	AUTOMOTIVE PARTS DISTRIBUTIO	2	298.99	-15	254.14	\$508.28	AUTOMOTIVE PARTS D	RDR_433836
292	43-1390	RADIATOR	AUTOMOTIVE PARTS DISTRIBUTIO	2	219.99	-15	186.99	\$373.98	AUTOMOTIVE PARTS D	RDR_43-1390
293	432306	RADIATOR	AUTOMOTIVE PARTS DISTRIBUTIO	1	231.99	-15	197.19	\$197.19	AUTOMOTIVE PARTS D	RDR_432306
294	432646	RADIATOR	AUTOMOTIVE PARTS DISTRIBUTIO	1	189.99	-15	161.49	\$161.49	AUTOMOTIVE PARTS D	RDR_432646
295	PMD824H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	5	49.99	-35	32.49	\$162.45	GRI ENGINEERING & D	PDP_PMD824H
296	PMD757H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	3	48.99	-35	31.84	\$95.52	GRI ENGINEERING & D	PDP_PMD757H
297	PMD1066H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	2	73.99	-35	48.09	\$96.18	GRI ENGINEERING & D	PDP_PMD1066H
298	PXD1414H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	2	55.99	-35	36.39	\$72.78	GRI ENGINEERING & D	PDP_PXD1414H
299	PMD1333H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	2	69.99	-35	45.49	\$90.98	GRI ENGINEERING & D	PDP_PMD1333H
300	PMD679H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	2	48.99	-35	31.84	\$63.68	GRI ENGINEERING & D	PDP_PMD679H
301	PXD1324H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	1	71.99	-35	46.79	\$46.79	GRI ENGINEERING & D	PDP_PXD1324H
302	PXD1421H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	1	54.99	-35	35.74	\$35.74	GRI ENGINEERING & D	PDP_PXD1421H
303	PMD1229H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	1	50.99	-35	33.14	\$33.14	GRI ENGINEERING & D	PDP_PMD1229H
304	PXD1336H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	1	55.99	-35	36.39	\$36.39	GRI ENGINEERING & D	PDP_PXD1336H
305	PXD711H	BRAKE PAD	GRI ENGINEERING & DEVELOPME	1	48.99	-35	31.84	\$31.84	GRI ENGINEERING & D	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 2.26 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 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		SPARK PLUG-IRIDIUM 8 EA	General Motors Service & P	1,933	6.99	-10	6.29	\$12,158.57	GENERAL MOTORS SERVICE & PAI	AC_41-110
5	10422946	41-962		Spark Plug 1 EA ACDEL	General Motors Service & P	1,749	6.79	-10	6.11	\$10,686.39	GENERAL MOTORS SERVICE & PAI	AC_41-962
6	5392349	CR43TS		SPARK PLUG 1 EA ACDEL	General Motors Service & P	1,284	2.49	-10	2.24	\$2,876.16	GENERAL MOTORS SERVICE & PAI	AC_CR43TS
7	15650436	41-993		SPARK PLUG-DBL PLTINM 8	General Motors Service & P	1,268	6.79	-10	6.11	\$7,747.48	GENERAL MOTORS SERVICE & PAI	AC_41-993
8	5130060	PF48E		Engine Oil Filter 1 EA ACDEL	General Motors Service & P	821	4.19	-10	3.77	\$3,095.17	GENERAL MOTORS SERVICE & PAI	AC_PF48E
9	7020018	ANT 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		CONVENTIONAL GREENF5 1	Old World Industries, LLC	5,298	12.99	-5	12.34	\$65,377.32	OLD WORLD AUTOMOTIVE, INC.	ANT_101
11	7020019	ANT 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		DEX-COOL F5 1 GL CQOIL	Old World Industries, LLC	2,801	14.99	-5	14.24	\$39,886.24	OLD WORLD AUTOMOTIVE, INC.	ANT_501
13	11061797	ANT 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	PRA0B3		ANTIFREEZE F/5 1 GL PEAK	Old World Industries, LLC	2,092	14.99	-5	14.24	\$29,790.08	OLD WORLD AUTOMOTIVE, INC.	ANT_PRA0B3
15	7020031	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		ZX G-05 AFC 1 GL ZEREX	Valvoline Oil Company	2,051	18.99	-5	18.04	\$37,000.04	NITEO PRODUCTS LLC	ANT_ZXG051
17	7020015	AF888		ANTIFRZ DEX-COOL F/5 1 GL	Fram Group/Prestone Prod	1,748	17.29	-5	16.43	\$28,719.64	FRAM GROUP LLC	ANT_AF888
18	7020012	AF2000		ANTIFREEZE EXT D F/5 1 GL	Fram Group/Prestone Prod	1,533	15.99	-5	15.19	\$23,286.27	FRAM GROUP LLC	ANT_AF2000
19	7020030	FCA0B3		FLEET CHARGE 1 GL PEAK	Old World Industries, LLC	1,481	16.19	-5	15.38	\$22,777.78	OLD WORLD AUTOMOTIVE, INC.	ANT_AF2000
20	7020008	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_00560
21	7020021	PRA853		ANTIFREEZE 50/50 1 GL PEAK	Old World Industries, LLC	870	13.09	-5	12.44	\$10,822.80	OLD WORLD AUTOMOTIVE, INC.	ANT_AF850
22	7050038	10160		ORIGINAL PROTECTANT 16	Armored AutoGroup Sales,	885	6.99	-8	6.43	\$5,531.25	ARMORED AUTO GROUP	ANT_PRA853
23	10565868	31HDS30		BATTERY 1 EA CROST	East PENN MFG CO, INC	2,876	165.99	-33	111.21	\$319,839.96	EAST PENN MFG CO, INC	ARM_10160
24	2100096	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_31HDS30
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		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		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		BRAKE ROTOR 1 EA WREVR	Shandong Longji Machinery	875	39.29	-35	25.54	\$22,347.50	ITW - SHA	BDR_YH145353
29	2040468	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		BATTERY-SILVER 1 EA ATOC	Johnson Controls - Autocraf	1,511	141.99	-33	95.13	\$143,741.43	JOHNSON CONTROLS, INC.	BEP_65-1
31	2050013	U1-3		BATTERY-LAWN/GARDEN 1 EA	Johnson Controls - Autocraf	1,129	53.99	-33	36.17	\$40,835.93	JOHNSON CONTROLS, INC.	BEP_U1-3
32	11018021	78FT-2		BATTERY-GOLD ATOCF 1 EA	Johnson Controls - Autocraf	987	135.99	-33	91.11	\$89,925.57	JOHNSON CONTROLS, INC.	BEP_78FT-2
33	2130015	48H6		BATTERY-GOLD 1 EA ATOCF	Johnson Controls - Autocraf	887	164.99	-33	110.54	\$98,048.98	JOHNSON CONTROLS, INC.	BEP_48H6
34	2040409	34/78-4		BATTERY-SILVER 1 EA ATOC	Johnson Controls - Autocraf	863	127.99	-33	85.75	\$74,002.25	JOHNSON CONTROLS, INC.	BEP_34/78-4
35	7040112	116		CARB CLEANER 15 OZ BRYM	Auto-Pro Automotive Sales,	1,517	4.59	-8	4.22	\$6,401.74	BERRYMAN PRODUCTS, INC	BER_0116

89	10692826	84708	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,670	91.99	-65	32.2	\$53,774.00	BALDWIN HEAVY DUTY FILTERS	CFL 84708
90	10694527	88449	Air 1 EA CQBLU	Baldwin Filters, Inc.	1,570	25.99	-65	9.1	\$14,287.00	BALDWIN HEAVY DUTY FILTERS	CFL 88449
91	10692705	84526	Lube 1 EA CQBLU	Champion Laboratories/Lub	1,478	9.99	-65	3.5	\$5,173.00	CHAMPION LABORATORIES INC.	CFL 84526
92	10555950	84151	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	1,477	29.99	-65	10.5	\$15,508.50	BALDWIN HEAVY DUTY FILTERS	CFL 84151
93	11355738	88935	Air Filter EA CQBLU	Zibo Yonghua Filter Making	1,440	14.59	-57	6.27	\$9,028.80	WIX FILTRATION DIVISION	CFL 88935
94	10557793	85060	WX OIL FILTER 1 EA CQBLU	Champion Laboratories/Lub	1,404	7.59	-65	2.66	\$3,734.64	CHAMPION LABORATORIES INC.	CFL 85060
95	10557805	847505	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	1,403	25.49	-65	8.92	\$12,514.76	BALDWIN HEAVY DUTY FILTERS	CFL 847505
96	10693987	86994	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,388	55.99	-65	19.6	\$53,524.45	BALDWIN HEAVY DUTY FILTERS	CFL 86994
97	10693521	86231	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,374	7.89	-65	2.76	\$3,792.24	CHAMPION LABORATORIES INC.	CFL 86231
98	10975577	94010	OIL FILTER 1 EA CQBLU	Champion Laboratories/Lub	1,321	19.59	-57	8.42	\$11,122.82	WIX FILTRATION DIVISION	CFL 87488
99	10858302	87488	Air Filter EA CQBLU	Zibo Yonghua Filter Making	1,320	42.99	-65	15.05	\$19,866.00	BALDWIN HEAVY DUTY FILTERS	CFL 85799
100	10693388	85799	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,309	24.59	-65	8.61	\$11,270.49	BALDWIN HEAVY DUTY FILTERS	CFL 85734
101	10693451	85734	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,290	7.59	-65	2.66	\$3,431.40	CHAMPION LABORATORIES INC.	CFL 85036
102	10692947	85036	Lube 1 EA CQBLU	Champion Laboratories/Lub	1,263	7.09	-65	2.48	\$3,132.24	CHAMPION LABORATORIES INC.	CFL 85348MP
103	10558119	85348MP	WX OIL FILTER M 1 EA CQBLU	Champion Laboratories/Lub	1,253	21.39	-65	7.49	\$9,384.97	BALDWIN HEAVY DUTY FILTERS	CFL 86626
104	10693713	86626	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,252	31.99	-65	11.2	\$14,022.40	BALDWIN HEAVY DUTY FILTERS	CFL 86626
105	10693785	86966	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,244	11.39	-65	3.99	\$4,963.56	BALDWIN HEAVY DUTY FILTERS	CFL 86966
106	10556236	85551	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	1,211	11.79	-65	4.13	\$5,001.43	BALDWIN HEAVY DUTY FILTERS	CFL 85551
107	10692855	85064	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,181	18.99	-65	4.69	\$5,557.65	BALDWIN HEAVY DUTY FILTERS	CFL 84035
108	10692439	84035	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,129	26.49	-65	9.27	\$10,465.83	BALDWIN HEAVY DUTY FILTERS	CFL 84035
109	10557851	85971	COOLING SYS. 1 EA CQBLU	Baldwin Filters, Inc.	1,113	7.59	-65	2.66	\$2,960.58	CHAMPION LABORATORIES INC.	CFL 85971
110	10693419	85971	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,103	15.99	-65	5.6	\$6,176.80	BALDWIN HEAVY DUTY FILTERS	CFL 85515
111	10693207	85515	Lube 1 EA CQBLU	Champion Laboratories/Lub	1,101	58.99	-65	20.65	\$22,735.65	BALDWIN HEAVY DUTY FILTERS	CFL 85056
112	10692905	85056	Lube 1 EA CQBLU	Baldwin Filters, Inc.	1,064	20.99	-65	7.35	\$7,820.40	BALDWIN HEAVY DUTY FILTERS	CFL 88562
113	10694643	88562	Air 1 EA CQBLU	Baldwin Filters, Inc.	1,051	35.49	-65	12.42	\$13,053.42	BALDWIN HEAVY DUTY FILTERS	CFL 86472
114	10693840	86472	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	1,036	24.59	-65	8.61	\$8,919.96	BALDWIN HEAVY DUTY FILTERS	CFL 89316
115	10557942	89316	CABIN AIR FILTER 1 EA CQBLU	Baldwin Filters, Inc.	1,028	13.99	-65	4.9	\$5,037.20	GK INDUSTRIES	CFL 85759
116	10693619	85759	Hyd/Transmission 1 EA CQBLU	Mano-Hummel Purolator Fil	1,020	6.39	-57	2.75	\$2,805.00	WIX FILTRATION DIVISION	CFL 86481
117	5860563	F33144	FUEL FILTER 1 EA PUROL	Zibo Yonghua Filter Making	962	9.19	-65	3.22	\$3,097.64	CHAMPION LABORATORIES INC.	CFL 88134
118	11355615	88134	Air Filter EA CQBLU	Baldwin Filters, Inc.	893	134.99	-65	47.25	\$42,194.25	BALDWIN HEAVY DUTY FILTERS	CFL 84740XE
119	10692537	84082	Lube 1 EA CQBLU	Champion Laboratories/Lub	875	64.49	-65	22.57	\$19,748.75	BALDWIN HEAVY DUTY FILTERS	CFL 86965
120	10692700	84740XE	Transmission 1 EA CQBLU	Baldwin Filters, Inc.	861	48.49	-65	16.97	\$14,611.17	BALDWIN HEAVY DUTY FILTERS	CFL 86818
121	10693978	86965	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	856	16.79	-65	5.88	\$5,033.28	GK INDUSTRIES	CFL 86243
122	10693855	86818	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	845	53.49	-65	18.72	\$15,818.40	BALDWIN HEAVY DUTY FILTERS	CFL 86604
123		86243	BWP WX FUEL FILTER	Baldwin Filters, Inc.	844	69.49	-65	24.32	\$20,526.08	BALDWIN HEAVY DUTY FILTERS	CFL 86960XE
124	10693707	86604	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	834	74.99	-65	26.25	\$21,892.50	BALDWIN HEAVY DUTY FILTERS	CFL 86960XE
125	10556397	86960XE	FUEL FILTER 1 EA CQBLU	Baldwin Filters, Inc.	834	74.99	-65	26.25	\$21,892.50	BALDWIN HEAVY DUTY FILTERS	CFL 84746XD
126	10558156	84746XD	OIL FILTER-HD 1 EA CQBLU	Baldwin Filters, Inc.	813	41.99	-65	14.7	\$11,951.10	BALDWIN HEAVY DUTY FILTERS	CFL 83902
127	10692643	83902	Air 1 EA CQBLU	Baldwin Filters, Inc.	807	27.49	-65	9.62	\$7,763.34	BALDWIN HEAVY DUTY FILTERS	CFL 83902
128	10693739	86719	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	804	32.99	-65	11.55	\$9,286.20	BALDWIN HEAVY DUTY FILTERS	CFL 86719
129	10693886	86936	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	804	28.99	-65	10.15	\$8,160.60	BALDWIN HEAVY DUTY FILTERS	CFL 86936
130	10693460	85792	Lube 1 EA CQBLU	Baldwin Filters, Inc.	801	13.39	-65	4.69	\$3,756.69	BALDWIN HEAVY DUTY FILTERS	CFL 85792
131	10693758	86358	Fuel 1 EA CQBLU	Baldwin Filters, Inc.	4,699	0.89	-35	0.58	\$2,725.42	ITW - SHA	CFL 86358
132	9070001	5202	HOSE CLAMP #4 1 EA CQST	CPI GLOBAL SOURCING, INC	3,012	0.89	-35	0.58	\$1,746.96	ITW - SHA	CHC 5202
133	89017807	5203	HOSE CLAMP #6 1 EA CQST	CPI GLOBAL SOURCING, INC	2,381	0.89	-35	0.58	\$1,494.08	ITW - SHA	CHC 5203
134		1002	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	2,306	0.99	-35	0.64	\$1,475.84	ITW - SHA	CHC 5212
135		1003	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	2,274	0.99	-35	0.64	\$1,455.36	ITW - SHA	CHC 5210
136	9072659	5212	HOSE CLAMP #12 1 EA CQ	CPI GLOBAL SOURCING, INC	2,037	0.99	-35	0.64	\$1,303.68	ITW - SHA	CHC 5212
137	9075887	5210	HOSE CLAMP #10 1 EA CQ	CPI GLOBAL SOURCING, INC	2,004	0.99	-35	0.64	\$1,282.56	ITW - SHA	CHC 5210
138		1012	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	1,487	0.99	-35	0.64	\$951.68	ITW - SHA	CHC 5210
139		1010	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	1,332	0.99	-35	0.64	\$852.48	ITW - SHA	CHC 5220
140	9075909	5220	HOSE CLAMP #20 1 EA CQ	Ningbo Win Long Machinery	1,303	0.99	-35	0.64	\$833.92	ITW - SHA	CHC 5206
141		1020	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC							
142	9075798	5206	CLAMP HOSE #6 CQST	Ningbo Win Long Machinery							

143			1016	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	1,303	0.99	-35	0.64	\$833.92	ITW - SHA	CHC_5216
144			1006	CQ HOSE CLAMPS	CPI GLOBAL SOURCING, INC	1,198	0.99	-35	0.64	\$766.72	ITW - SHA	CHC_5206
145	9077667	5228	5228	HOSE CLAMP #28 1 EA CRQ	Ningbo Win Long Machinery	1,197	0.99	-35	0.64	\$766.08	ITW - SHA	CHC_5228
146	3780000	5216	5216	HOSE CLAMP #16 1 EA CRQ	Ningbo Win Long Machinery	1,098	0.99	-35	0.64	\$702.72	ITW - SHA	CHC_5216
147	9074597	5236	5236	HOSE CLAMP #36 1 EA CRQ	Ningbo Win Long Machinery	1,062	1.49	-35	0.97	\$1,030.14	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	0.99	-35	0.64	\$516.48	ITW - SHA	CHC_5224
153	8020037	222220463	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 PRODU	7,859	34.99	-20	27.99	\$219,973.41	GENERAL CABLE INDUSTRIES, INC	WIR_35-4102
155			H6054	HALOGEN SEALED BEAM	STANDARD MOTOR PRODU	3,087	11.99	-30	8.39	\$25,899.93	FEDERAL MOGUL (WAGNER LIGH	CLB_H6054
156	10423614	9007	9007	HEADLIGHT-HALOGEN 1 EA 3M	STANDARD MOTOR PRODU	2,433	6.69	-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_CQ-3157NA
158			H4656	HALOGEN SEALED BEAM	FEDERAL MOGUL CORP.	1,740	9.79	-30	6.85	\$11,919.00	FEDERAL MOGUL (WAGNER LIGH	CLB_H4656
159			53	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,719	2.19	-30	1.53	\$2,630.07	FEDERAL MOGUL (WAGNER LIGH	CLB_53
160			194NA	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,377	1.99	-10	1.79	\$3,704.13	ITW - SHA	SHG_CQ-194NA
161			912	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,209	1.69	-10	1.49	\$2,708.16	ITW - SHA	SHG_CQ-912
162			37	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,173	1.29	-10	1.13	\$1,994.10	ITW - SHA	SHG_CQ-37
163			1003	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,161	1.69	-10	1.49	\$2,600.64	ITW - SHA	SHG_CQ-1003
164			906	STD MINIATURE LAMP	FEDERAL MOGUL CORP.	1,136	1.69	-10	1.49	\$2,544.64	ITW - SHA	SHG_CQ-906
165			3156	MINIATURE LAMP	FEDERAL MOGUL CORP.	1,002	1.99	-10	1.79	\$2,695.38	ITW - SHA	SHG_CQ-3156
166			15001	NYLON STRAINER - MED	CPI GLOBAL SOURCING, INC	2,050	0.08	-15	0.07	\$143.50	NATIONAL OAK DISTRIBUTORS	NOD_GER010701
167			PADDLES12K1	12 IN PAINT PADDLE - BOX	CPI GLOBAL SOURCING, INC	2,020	0.05	-15	0.04	\$80.80	NATIONAL OAK DISTRIBUTORS	NOD_NOPSTICKS
168	9012478	523	80016	SNOW BRUSH 1 EA SUBZO	Hopkins Manufacturing Cor	1,112	4.99	-12	4.39	\$4,881.68	HOPKINS MANUFACTURING CORP	CPS_523
169	8130005	CO630	CO630	OIL 10W30 1 QT CQOIL	Amalie Oil Company	28,012	3.99	0	3.99	\$111,767.88	AMALIE OIL COMPANY	CQO_CQ630
170	8130036	CO610	CO610	OIL 5W20 1 QT CQOIL	Amalie Oil Company	27,396	3.99	0	3.99	\$109,310.04	AMALIE OIL COMPANY	CQO_CQ610
171	8130004	CO620	CO620	OIL 5W30 1 QT CQOIL	Amalie Oil Company	26,534	3.99	0	3.99	\$105,870.66	AMALIE OIL COMPANY	CQO_CQ620
172	8130008	CO420	CO420	DEX III/MERCON 1 QT CQOIL	Amalie Oil Company	12,439	5.29	0	5.29	\$64,558.41	AMALIE OIL COMPANY	CQO_CQ420
173	10011530	CO930	CO930	OIL 5W30 FULL SYN 1 QT CQ	Amalie Oil Company	10,948	5.49	0	5.49	\$60,104.52	AMALIE OIL COMPANY	CQO_CQ930
174	8130002	CO530	CO530	OIL 30W-HD 1 QT CQOIL	Amalie Oil Company	7,201	3.99	0	3.99	\$28,731.99	AMALIE OIL COMPANY	CQO_CQ530
175	10011523	CO920	CO920	OIL 5W20 FULL SYN 1 QT CQ	Amalie Oil Company	6,675	5.49	0	5.49	\$36,645.75	AMALIE OIL COMPANY	CQO_CQ920
176	10011536	CO426	CO426	ATF DEX VI 1 QT CQOIL	Amalie Oil Company	5,769	6.99	0	6.99	\$40,325.31	AMALIE OIL COMPANY	CQO_CQ426
177	10653391	CO645	CO645	HEAVY DUTY OIL 15W40 1 Q	Amalie Oil Company	5,413	3.99	0	3.99	\$21,597.87	AMALIE OIL COMPANY	CQO_CQ645
178	8150021	CO450	CO450	ATF MERCON V 1 QT CQOIL	Amalie Oil Company	4,826	5.99	0	5.99	\$28,907.74	AMALIE OIL COMPANY	CQO_CQ450
179	8130006	CO640	CO640	OIL 10W40 1 QT CQOIL	Amalie Oil Company	4,378	3.99	0	3.99	\$17,468.22	AMALIE OIL COMPANY	CQO_CQ640
180	8130016	CO645-1G/702	CO645-1G	15W40 HD Motor Oil Gallon	Amalie Oil Company	4,359	14.99	0	14.99	\$65,341.41	AMALIE OIL COMPANY	CQO_CQ645-1G
181	8150024	CO440	CO440	ATF +4 1 QT CQOIL	Amalie Oil Company	4,064	5.99	0	5.99	\$25,156.16	AMALIE OIL COMPANY	CQO_CQ440
182	10617737	CO900	CO900	OIL 0W20 FULL SYN 1 QT CQ	Amalie Oil Company	3,689	5.49	0	5.49	\$6,671.28	AMALIE OIL COMPANY	CQO_CQ900
183	8130007	CO650	CO650	OIL 20W50 1 QT CQOIL	Amalie Oil Company	1,672	3.99	0	3.99	\$8,630.28	AMALIE OIL COMPANY	CQO_CQ650
184	10011534	CO940	CO940	OIL 10W30 FULL SYN 1 QT CQ	Amalie Oil Company	1,572	5.49	0	5.49	\$17,951.02	AMALIE OIL COMPANY	CQO_CQ940
185	10062201	CO620-5QT	CO620-5QT	OIL 5W30 5 QT CQOIL	Amalie Oil Company	898	19.99	0	19.99	\$17,573.01	CRC INDUSTRIES, INC	CRC_Q0620-5QT
186	7060459	5089	05089	BRAKLEEN SPRAY CHLRN 19	CRC Industries	3,297	5.79	-8	5.33	\$17,573.01	CRC INDUSTRIES, INC	CRC_Q05089
187	7060040	5084	05084	BRAKLEEN LOW VOC 14 OZ	CRC Industries	1,444	4.79	-8	4.41	\$6,368.04	CRC INDUSTRIES, INC	CRC_Q05084
188			03095	HEAVY DUTY DEGREASER 15	CRC Industries	960	14.99	-8	13.79	\$13,738.40	CRC INDUSTRIES, INC	CRC_Q03095
189	7071019	5023	05023	BATTERY CLEANER 11 OZ CR	CRC Industries	907	4.69	-8	4.31	\$3,909.17	CRC INDUSTRIES, INC	CRC_Q05023
190	7060021	5088	05088	BRAKLEEN NON CHLORIN	CRC Industries	875	4.79	-8	4.41	\$3,858.75	CRC INDUSTRIES, INC	CRC_Q05088
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	0.36	-15	0.31	\$383.16	FOUR SEASONS	CTT_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	3,398	9.99	-28	7.19	\$24,431.62	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	16030003	AC1022	AC1022	WIPER BLADE-22" WNTN 1	TRICO Products Corporation	1,959	13.99	-28	10.07	\$19,727.13	TRICO PRODUCTS	CWP_AC1022
200	5072158	24-1	24-1	WIPER BLADE-24" 1 EA XFIF	TRICO Products Corporation	1,958	12.99	-28	9.35	\$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	16030002	AC1020	AC1020	WIPER BLADE-20" WNTN 1	TRICO Products Corporation	1,489	11.99	-28	8.63	\$12,850.07	TRICO PRODUCTS	CWP_AC1020
203	5070217	18-220	18-220	WIPER BLADE-22" NEOF 1 E	TRICO Products Corporation	1,311	21.99	-28	15.83	\$20,753.13	TRICO PRODUCTS	CWP_18-220
204	5070174	16-220	16-220	WIPER BLADE-22" NEOF 1 E	TRICO Products Corporation	1,195	15.99	-28	11.51	\$13,754.45	TRICO PRODUCTS	CWP_16-220
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 ATOGO	R & B Inc., Motormite	899	1.25	-13	1.09	\$979.91	DORMAN PRODUCTS, INC.	DOR_611-016
207	7140029	DA1600	DA1600	WHEEL NUT	DORMAN PRODUCTS	791	2.09	-13	1.82	\$1,439.62	DORMAN PRODUCTS, INC.	DOR_611-197
208	7143842	BT42	BT42	ACRYL ENAM-GLOSS BLK 12	Diversified Brands/Dupli-Co	1,727	5.99	-8	5.51	\$9,515.77	DIVERSIFIED BRANDS	DPL_BT42
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 PRODU	17,735	0.29	-20	0.23	\$4,079.05	STANDARD MOTOR PRODUCTS	EC_CL45
211		CL55	CL55	WIRE LOOM	STANDARD MOTOR PRODU	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 PRODU	12,242	0.79	-20	0.63	\$7,712.46	STANDARD MOTOR PRODUCTS	EC_C14-2E
213		STP131HC	STP131HC	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODU	9,020	0.89	-20	0.71	\$6,404.20	STANDARD MOTOR PRODUCTS	EC_STP131HC
214		STP131	STP131	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODU	7,784	0.15	-20	0.12	\$934.08	STANDARD MOTOR PRODUCTS	EC_STP131
215		CL16-2E	CL16-2E	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODU	7,001	0.69	-20	0.55	\$3,850.55	STANDARD MOTOR PRODUCTS	EC_C16-2E
216		CL16	CL16	50 LOOM	STANDARD MOTOR PRODU	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 PRODU	3,407	1.09	-20	0.87	\$2,964.09	STANDARD MOTOR PRODUCTS	EC_C12-2E
221		CL115	CL115	WIRE LOOM	STANDARD MOTOR PRODU	3,135	0.47	-20	0.38	\$1,191.30	STANDARD MOTOR PRODUCTS	EC_CL115
222		STP145	STP145	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	2,763	0.23	-20	0.18	\$497.34	STANDARD MOTOR PRODUCTS	EC_STP145
223		C8ER	C8ER	PRIMARY WIRE	STANDARD MOTOR PRODU	2,752	0.89	-20	0.71	\$1,953.92	STANDARD MOTOR PRODUCTS	EC_C8ER
224		CL12S	CL12S	50' PVC SPLIT LOOM	STANDARD MOTOR PRODU	2,737	0.69	-20	0.55	\$1,505.35	STANDARD MOTOR PRODUCTS	EC_CL12S
225		C8EB	C8EB	PRIMARY WIRE	STANDARD MOTOR PRODU	2,544	0.89	-20	0.71	\$1,806.24	STANDARD MOTOR PRODUCTS	EC_C8EB
226		CL6S	CL6S	50' PVC SPLIT LOOM	STANDARD MOTOR PRODU	2,523	0.4	-20	0.32	\$807.36	STANDARD MOTOR PRODUCTS	EC_CL6S
227		STP132HC	STP132HC	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODU	2,447	0.89	-20	0.71	\$1,737.37	STANDARD MOTOR PRODUCTS	EC_STP132HC
228		STP130	STP130	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	2,310	0.14	-20	0.11	\$254.10	STANDARD MOTOR PRODUCTS	EC_STP130
229		CL10S	CL10S	50' PVC SPLIT LOOM	STANDARD MOTOR PRODU	2,283	0.41	-20	0.33	\$753.39	STANDARD MOTOR PRODUCTS	EC_CL10S
230		C10EB	C10EB	PRIMARY WIRE	STANDARD MOTOR PRODU	2,274	0.59	-20	0.47	\$1,068.78	STANDARD MOTOR PRODUCTS	EC_C10EB
231		C14EY	C14EY	100' 14 GAUGE WIRE	STANDARD MOTOR PRODU	2,050	0.26	-20	0.21	\$430.50	STANDARD MOTOR PRODUCTS	EC_C14EY
232		SST91	SST91	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,950	0.15	-20	0.12	\$234.00	STANDARD MOTOR PRODUCTS	EC_SST91
233		C16EY	C16EY	PRIMARY WIRE	STANDARD MOTOR PRODU	1,900	0.18	-20	0.14	\$266.00	STANDARD MOTOR PRODUCTS	EC_C16EY
234		C14EBR	C14EBR	PRIMARY WIRE	STANDARD MOTOR PRODU	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 PRODU	1,679	0.59	-20	0.47	\$789.13	STANDARD MOTOR PRODUCTS	EC_CF18-2P
236		STP197	STP197	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,650	0.18	-20	0.14	\$231.00	STANDARD MOTOR PRODUCTS	EC_STP197
237		STP196D	STP196D	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODU	1,500	0.15	-20	0.12	\$180.00	STANDARD MOTOR PRODUCTS	EC_STP196D
238		C14ET	C14ET	PRIMARY WIRE	STANDARD MOTOR PRODU	1,497	0.26	-20	0.21	\$314.37	STANDARD MOTOR PRODUCTS	EC_C14ET
239		STP140	STP140	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,481	0.14	-20	0.11	\$162.91	STANDARD MOTOR PRODUCTS	EC_STP140
240		STP196	STP196	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,450	0.15	-20	0.12	\$174.00	STANDARD MOTOR PRODUCTS	EC_STP196
241		STP132	STP132	OEM WIRE TERMINAL	STANDARD MOTOR PRODU	1,422	0.18	-20	0.14	\$199.08	STANDARD MOTOR PRODUCTS	EC_STP132
242		C14-3J	C14-3J	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODU	1,400	1.49	-20	1.19	\$1,666.00	STANDARD MOTOR PRODUCTS	EC_C14-3J
243		CS4RV	CS4RV	BULK BATTERY CABLE	STANDARD MOTOR PRODU	1,301	2.59	-20	2.07	\$2,693.07	STANDARD MOTOR PRODUCTS	EC_CS4RV
244		C12EBR	C12EBR	PRIMARY WIRE	STANDARD MOTOR PRODU	1,300	0.4	-20	0.32	\$416.00	STANDARD MOTOR PRODUCTS	EC_C12EBR
245		C16EBR	C16EBR	100' 16 GAUGE WIRE	STANDARD MOTOR PRODU	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 PRODU	1,300	0.29	-20	0.23	\$299.00	STANDARD MOTOR PRODUCTS	EC_CF20-2P
247		STP131H	STP131H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODU	1,281	1.19	-20	0.95	\$1,216.95	STANDARD MOTOR PRODUCTS	EC_STP131H
248		CS4V	CS4V	BULK BATTERY CABLE	STANDARD MOTOR PRODU	1,224	2.59	-20	2.07	\$2,533.68	STANDARD MOTOR PRODUCTS	EC_CS4V
249		BP307	BP307	BATTERY CABLE LUG	STANDARD MOTOR PRODU	1,205	1.09	-20	0.87	\$1,048.35	STANDARD MOTOR PRODUCTS	EC_BP307
250		C12EY	C12EY	100' 12 GAUGE WIRE	STANDARD MOTOR PRODU	1,200	0.4	-20	0.32	\$384.00	STANDARD MOTOR PRODUCTS	EC_C12EY

251		STP143	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,141	0.3	-20	0.24	\$273.84	STANDARD MOTOR PRODUCTS	EC_STP143
252		C12-7L	BULK TRAILER CABLE	STANDARD MOTOR PRODUCT	1,139	4.89	-20	3.91	\$4,453.49	STANDARD MOTOR PRODUCTS	EC_C12-7L
253		C6ER	PRIMARY WIRE	STANDARD MOTOR PRODUCT	1,130	1.69	-20	1.35	\$1,525.50	STANDARD MOTOR PRODUCTS	EC_C6ER
254		STP141	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,125	0.14	-20	0.11	\$123.75	STANDARD MOTOR PRODUCTS	EC_STP141
255		STP124	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,124	0.14	-20	0.11	\$123.64	STANDARD MOTOR PRODUCTS	EC_STP124
256		STP125	OEM WIRE TERMINAL	STANDARD MOTOR PRODUCT	1,100	0.14	-20	0.11	\$121.00	STANDARD MOTOR PRODUCTS	EC_STP125
257		C14-6L	BULK TRLR 6 CBL	STANDARD MOTOR PRODUCT	1,094	3.19	-20	2.55	\$2,789.70	STANDARD MOTOR PRODUCTS	EC_C14-6L
258		STP130H	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODUCT	1,006	1.19	-20	0.95	\$955.70	STANDARD MOTOR PRODUCTS	EC_STP130H
259		CLB5	250' LOOM	STANDARD MOTOR PRODUCT	1,000	0.31	-20	0.25	\$250.00	STANDARD MOTOR PRODUCTS	EC_CLB5
260		C14-4E	4 WIRE CABLE	STANDARD MOTOR PRODUCT	952	1.89	-20	1.51	\$1,437.52	STANDARD MOTOR PRODUCTS	EC_C14-4E
261		STP144	SLIDE-ON TERMINAL	STANDARD MOTOR PRODUCT	925	0.23	-20	0.18	\$166.50	STANDARD MOTOR PRODUCTS	EC_STP144
262		C14EP	100 14 GAUGE WIRE	STANDARD MOTOR PRODUCT	900	0.26	-20	0.21	\$189.00	STANDARD MOTOR PRODUCTS	EC_C14EP
263		C10-2E	2 WIRE CABLE	STANDARD MOTOR PRODUCT	860	1.49	-20	1.19	\$1,023.40	STANDARD MOTOR PRODUCTS	EC_C10-2E
264		CL135	50 PVC SPLIT LOOM	STANDARD MOTOR PRODUCT	825	0.69	-20	0.55	\$453.75	STANDARD MOTOR PRODUCTS	EC_CL135
265		CG9	SILICONE SEAL	STANDARD MOTOR PRODUCT	819	0.59	-20	0.47	\$384.93	STANDARD MOTOR PRODUCTS	EC_CG9
266		C10EW	PRIMARY WIRE	STANDARD MOTOR PRODUCT	800	0.59	-20	0.47	\$376.00	STANDARD MOTOR PRODUCTS	EC_C10EW
267		C14-4J	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODUCT	792	1.99	-20	1.59	\$1,259.28	STANDARD MOTOR PRODUCTS	EC_C14-4J
268	11390013	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/Autolite	1,145	4.29	-10	3.86	\$4,419.70	FRAM GROUP LLC	FRA_PH2
271	15650023	APP104	SPARK PLUG-DLB PLTNM 1	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 16	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 TECHNOLOGIES LLC	HC_59582
278		60491	ALUM RIVETS	EMHART TECHNOLOGIES LLC	1,000	0.1	-5	0.1	\$100.00	EMHART TECHNOLOGIES LLC	HC_60491
279		59466	STEEL RIVETS	EMHART TECHNOLOGIES LLC	837	0.31	-5	0.29	\$242.73	EMHART TECHNOLOGIES LLC	HC_59466
280	7081294	28202	ISO HEET GAS ANTIFRZ 12	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	\$6,144.80	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	\$1,929.60	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	GATES RUBBER CO	3,836	0.21	-42	0.12	\$460.32	GATES RUBBER CO	HHC_G81800-0016

305		70566	6M3K-MTFXREEL	GATES RUBBER CO	3,828	0.49	-42	0.28	\$1,071.84	GATES RUBBER CO	HHC_70566
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	\$1,224.00	GATES RUBBER CO	HHC_86632
308		70610	10G2XREEL	GATES RUBBER CO	3,366	0.79	-42	0.46	\$1,548.36	GATES RUBBER CO	HHC_70610
309		85481	16EFGAK X25FT	GATES RUBBER CO	3,267	2.09	-42	1.21	\$3,953.07	GATES RUBBER CO	HHC_85481
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	3,062	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	1.29	-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-MTFXREEL	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	12EFGAK 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	16M3KXREEL	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	HYDRAULIC FITTING 1 EA G	GATES RUBBER CO	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	20EFGAK X25FT	GATES RUBBER CO	1,039	4.09	-42	2.37	\$2,462.43	GATES RUBBER CO	HHC_85482
339		70832	16EFGAKXCTN	GATES RUBBER CO	1,000	1.99	-42	1.15	\$1,150.00	GATES RUBBER CO	HHC_70832
340		G81801-0014	HG 14 X25FT	GATES RUBBER CO	996	0.2	-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	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	OIL STABILIZER 32 OZ LUCAS	Lucas Oil Products, Inc.	2,304	12.99	-8	11.95	\$27,532.80	LUCAS OIL PRODUCTS	LCS_10001
350	7080006	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	10653276	52772	STT LAMP 1 EA GROTE	Grote Industries, LLC	1,552	5.29	-15	4.5	\$6,984.00	GROTE INDUSTRIES	LTG_52772
352	10653224	45812	CLIP/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	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	OIL 15W40-ROTELLA 1 OT S	Warren Oil Company	3,831	4.99	-8	4.59	\$17,584.29	SOPUS PRODUCTS	LUB_550019905
355	7070934	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	2-CYCLE OIL 2.6 OZ CQOIL	Warren Oil Company	3,174	1.79	-8	1.65	\$5,237.10	WARREN UNILUBE, INC.	LUB_461-02
357	10899968	816-14	CQ RED GREASE14OZ 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	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	780-32	GEAR OIL 80W90 1 QT COG	Warren Oil Company	1,916	5.99	-8	5.51	\$10,557.16	WARREN UNILUBE, INC.	LUB_780-32
360	7080387	1025-12	1025	DIESEL ADDITIVE 32 OZ PWT	Warren Oil Company	1,791	10.49	-8	9.65	\$18,107.01	WARREN UNILUBE, INC.	LUB_1025
361	7060030	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	11019497	633-14	633-14	CO EPOLY 14OZ 14 OZ CO	Warren Oil Company	1,435	3.69	-8	3.39	\$4,864.65	WARREN UNILUBE, INC.	LUB_633-14
363	7070187	932-05	932-05	HYDRAULIC FLD AW32 5 GL	Warren Oil Company	838	47.99	-8	44.15	\$35,455.78	WARREN UNILUBE, INC.	LUB_932-05
364	8030001	XO-5W20-QSP	XO-5W20-QSP	MERCON LV ATF 1 QT MTRF	Ford - Motorcraft Oil	3,030	5.89	-8	5.42	\$16,422.60	FACTORY MOTOR PARTS COMPANY	MCO_XOSW20QSP
365	99983938	XT10QLVC	XT10QLVC	MERCON SP 1 QT MTRCF	Ford - Motorcraft Oil	2,092	7.49	-8	6.89	\$14,413.88	FACTORY MOTOR PARTS COMPANY	MCO_XT10QLVC
366	8030011	XT6QSP	XT6QSP	OIL ABSORBENT 40 LB MOL	Moltan-Thrift	851	8.99	-7	8.36	\$107,902.52	EP MINERALS, LLC	MFD_7240
367	8010072	7240/8440	7240	VALVE BLACK SLEEVE 1 EA	Milton Industries, Inc.	4,343	0.89	-10	0.8	\$3,474.40	MILTON INDUSTRIES, INC.	MIL_413-50
368	10640773	413-50	413-50	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_413-50
369	10608426	414-50	414-50	M STYLE PLUG 1/4"NPT 10	Milton Industries, Inc.	980	3.19	-10	2.87	\$2,812.60	MILTON INDUSTRIES, INC.	MIL_5727
370	22980002	5727	5727	BRAKE CLEANER 14 OZ 3M	3M Company--AAD Collision	12,742	5.49	-35	3.57	\$45,488.94	3M	MMM_08880
371	7670001	08880	08880	SURFACE DISC 2" -BRN 25 PA	3M Company--AAD Collision	5,150	1.39	-35	0.9	\$4,635.00	3M	MMM_07480
372	16700014	7480	07480	SURFACE DISC 2" -RED 25 PA	3M Company--AAD Collision	2,457	1.39	-35	0.9	\$2,211.30	3M	MMM_07481
373	16700015	7481	07481	Gen Purpose Hand Pad 20 P	3M Company--AAD Collision	2,192	1.29	-35	0.84	\$1,863.20	3M	MMM_07447
374	22980935	7447	07447	50 2IN ROLOC DISC 25	3M	1,957	1.76	-35	1.14	\$2,230.98	3M	MMM_01396
375		01396	01396	DISC 3XNH W/SCRIM 25 EA	3M Company--AAD Collision	1,729	3.2	-35	2.08	\$3,596.32	3M	MMM_07485
376	16590003	7485	07485	36 3IN ROLOC DISC 25	3M	1,495	2.17	-35	1.41	\$2,107.95	3M	MMM_01407
377		01407	01407	ELECTRICAL TAPE 3/4 60 FT	3M	1,345	1.99	-35	1.29	\$1,735.05	3M	MMM_93604
378	6290167	93604/49656	93604	SAND DISC 2" 36 GRIT 25 EA	3M Company--AAD Collision	1,181	2.48	-35	1.61	\$1,901.41	3M	MMM_01397
379	26943975	1397	07164	POWERSORB	3M	973	1.07	-35	0.7	\$681.10	3M	MMM_07164
380		06480	06480	HOOK & LOOP	3M	950	8.56	-35	5.56	\$5,282.00	3M	MMM_06480
381		06133	06133	Vnyl Elect Tp 06133 1 EA SC	3M Company--AAD Collision	934	6.99	-35	4.54	\$4,240.36	3M	MMM_06133
382	10505892	6133	06133	OIL 5W30-SYNTHETIC 1 QT	Mobil Oil Corporation	2,965	9.19	-8	8.45	\$25,054.25	EXXON MOBIL	MOB_24812
383	8140022	102991/98HC	24812	OIL 0W20-SYN 1 QT MBL 1	Mobil Oil Corporation	1,799	9.19	-8	8.45	\$15,201.55	EXXON MOBIL	MOB_44968
384	8110035	105891/98JOE	44968	OIL 5W20-SYNTHETIC 1 QT	Mobil Oil Corporation	1,795	9.19	-8	8.45	\$15,167.75	EXXON MOBIL	MOB_14975
385	8110007	103008/98HC	14975	OIL 15W50-SYNTHETIC 1 QT	Mobil Oil Corporation	1,223	9.19	-8	8.45	\$10,334.35	EXXON MOBIL	MOB_24813
386	8020000	103537/98JD4	24813	OIL 20W50-MOTORCYCLE 1	Mobil Oil Corporation	802	10.99	-8	10.11	\$8,108.22	EXXON MOBIL	MOB_44925
387	8026542	112630	44925	OIL FILTER 1 EA MTRCF	Ford	2,486	3.79	-8	3.49	\$6,676.14	FORD	MTC_FL-8205
388	5140994	FL-8205	FL-8205	SPARK PLUG-PLATINUM 1 E	Ford	1,889	3.69	-12	3.25	\$6,139.25	FORD	MTC_SP-479
389	18090033	SP-479	SP-479	SPARK PLUG-PLATINUM 1 E	Ford	1,795	3.69	-12	3.25	\$5,833.75	FORD	MTC_SP-493
390	18090025	SP-493	SP-493	SPARK PLUG 1 EA MTRCF	Ford	1,464	13.09	-12	11.52	\$16,865.28	FORD	MTC_SP-515
391	10058908	SP-515	SP-515	SPARK PLUG 1 EA MTRCF	Ford	1,315	9.79	-12	8.62	\$11,335.30	FORD	MTC_SP-509
392	10419483	SP-509	SP-509	SPARK PLUG-DBL PLTNM 1	Ford	1,233	4.99	-12	4.39	\$5,412.87	FORD	MTC_SP-405
393	18090053	SP-405	SP-405	OIL FILTER 1 EA MTRCF	Ford	1,075	7.99	-8	7.35	\$7,901.25	FORD	MTC_FL-5005
394	5130088	FL-5005	FL-5005	OIL FILTER 1 EA MTRCF	Ford	1,029	4.99	-12	4.39	\$4,517.31	FORD	MTC_SP-413
395	10004764	SP-413	FL-9105	SPARK PLUG 1 EA NGK	NGK Spark Plugs	840	5.19	-8	4.77	\$4,006.80	FORD	MTC_FL-9105
396	16130002	FL-9105	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
397	5392543	7734	4626	SPARK PLUG 1 EA NGK	NGK Spark Plugs	966	4.29	-10	3.86	\$3,728.76	NGK SPARK PLUGS (USA) INC	NGK_4626
398	19650362	4626	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
399	5392365	7131	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
400	10082203	DEF002	DEF002	DIESEL EXHAUST FLUID 1 G	Old World Industries, LLC	7.49	7.49	-8	6.89	\$8,095.75	OLD WORLD AUTOMOTIVE, INC.	OWI_DEF003
401	10013011	DEF003/5166	DEF003	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
402	7160059	82180/82150	82180	GASKET MAKER-GRY 3.5 OZ	ITW Global Brands	1,182	7.49	-8	6.89	\$8,143.98	ITW GLOBAL BRANDS	PER_82194
403	7160017	82194/82140	82194	ADHESIVE SEALANT CLR 3 O	ITW Global Brands	1,051	6.99	-8	6.43	\$6,757.93	ITW GLOBAL BRANDS	PER_80050
404	7160109	80050	80050	ANTI SEIZE COMPOUND 8 O	ITW Global Brands	887	7.49	-8	6.89	\$6,111.43	ITW GLOBAL BRANDS	PER_80078
405	7070021	80078	80078	DEICER 11 OZ PRSTN	Fram Group/Prestone Car C	1,386	3.99	-8	3.67	\$5,086.62	FRAM GROUP LLC	PRS_AS242
406	7060548	AS242	91015	Starting Fluid 11oz 1 EA CO	FEDERAL MOGUL (WAGNER	3,476	2.99	-8	2.75	\$9,559.00	RADIATOR SPECIALTY CO	PRV_91015
407	10894259	91015	3012	R134A REFRIGERANT 12 OZ	IDEAL CLAMP PRODUCTS, IN	3,015	12.99	-8	11.95	\$27,707.85	IDQ HOLDINGS, INC.	PVF_3012
408	7010016	3012/A1300	91016	Prem Startling Fluid 1 EA CO	Radiator Specialty Company	1,373	3.59	-8	3.3	\$4,530.90	RADIATOR SPECIALTY CO	PVF_91016
409	10893767	91016	T134	R134A CYLINDER 30 LB TOU	Zhejiang Sanmei Chemical Ir	800	119.99	-8	110.39	\$88,312.00	NATIONAL REFRIGERANTS	PVF_134
410	10024901	XT134	550022800	OIL 5W30 1 QT PNINZL	SOPUS Products (Pennzoil)	987	5.99	-8	5.51	\$5,438.37	SOPUS PRODUCTS	PZO_550022800
411	8020698	3609 PENNZO	550022792	OIL 10W30 1 QT PNINZL	SOPUS Products (Pennzoil)	922	5.99	-8	5.51	\$5,080.22	SOPUS PRODUCTS	PZO_550022792
412	8020418	550022792										

467	CQ24060	1/4 X 25 FUEL HOSE	HBD INDUSTRIES INC	1,326	1.5	-8	1.38	\$1,829.88	HBD INDUSTRIES INC	THP_CQ24060
468	CQ334050	"VAC HOSE 5/32"X50"	HBD INDUSTRIES INC	1,139	0.89	-8	0.82	\$933.98	HBD INDUSTRIES INC	THP_CQ334050
469	COL1828-25	"HTR HOSE HD 1"X25"	HBD INDUSTRIES INC	834	2	-8	1.84	\$1,534.56	HBD INDUSTRIES INC	THP_CQ1828-25
470	7510005	T141	Turtle Wax	836	6.79	-8	6.25	\$5,225.00	TURTLE WAX INC	TWX_T141
471	8020023	VV324	ATF DEX/MER-MAXLIFE 1 Q	2,991	6.99	-8	6.43	\$19,232.13	WARREN UNILUBE, INC.	VAL_WV324
472	7060068	PYSFR11	STARTING FLUID 11 OZ PYR/Valvoline Oil Company	1,942	2.99	-8	2.75	\$5,340.50	NITEO PRODUCTS LLC	VAL_PYSFR11
473	7070058	VV982	GEAR OIL 75W140-SYNP 1 C	1,554	14.99	-8	13.79	\$21,429.66	VALVOLINE MOTOR PRODUCTS	VAL_WV265
474	8020647	VV265	NON-DET 30W QT.	1,349	6.29	-8	5.79	\$7,810.71	VALVOLINE MOTOR PRODUCTS	VAL_WV265
475	8020647	VV177	VALVOLINE MOTOR PRODU	1,210	5.99	-8	5.51	\$6,667.10	VALVOLINE MOTOR PRODUCTS	VAL_WV177
476	10612910	VV975	VALVOLINE OIL Company	1,144	12.49	-8	11.49	\$13,144.56	VALVOLINE MOTOR PRODUCTS	VAL_WV975
477	10088125	VV70124	VALVOLINE OIL Company	805	4.59	-8	4.22	\$3,397.10	VALVOLINE MOTOR PRODUCTS	VAL_WV70124
478	7070073	450313/45025	GREASE-CRIMSON 14.1 OZ	4,293	6.89	-8	6.34	\$26,831.25	WD-40 COMPANY	WD_49005
479	7040598	W7340	WD-40 SMART STRAW 12 O	37,151	4.29	-8	3.95	\$146,746.45	OLD WORLD AUTOMOTIVE, INC.	WES_W7340
480	7060046	W7341	BRK CLEANER 14 EA WRE	18,496	4.29	-8	3.95	\$73,059.20	AMREP	WES_W7341
481	10889805	W5089	Chlorinated Brk Clnr 1 CE W	6,629	4.99	-8	4.59	\$30,427.11	AMREP	WES_W5089
482	7060386	W20014	BRAKE FLUID-DOT 3 32 OZ	2,358	6.69	-8	6.15	\$14,501.70	WARREN UNILUBE, INC.	WES_W20014
483	7060378	W20013	BRAKE FLUID-DOT 3 12 OZ	977	3.29	-8	3.03	\$2,960.31	WARREN UNILUBE, INC.	WES_W20013
484	7060254	W50014	BRAKE FLUID-DOT 3 1 GL W	844	19.99	-8	18.39	\$15,521.16	WARREN UNILUBE, INC.	WES_W50014
485	10002187	35-7006	COIL ON PLUG BOOT 1 EA C	2,677	5.99	-20	4.79	\$12,822.83	GENERAL CABLE INDUSTRIES, INC	WIR_35-7006
486	7060025	30903	Xtreme Blue -20 WWF 1 GL	27,341	2.59	-8	2.38	\$65,071.58	CAMCO MANUFACTURING	WWS_30903
487	7150024	5066517	WASHER FLUID -25F 1 EA R	6,290	4.49	-8	4.13	\$25,977.70	SOUTH/WIN, LTD	WWS_5066517
488	10115520	30983	BLUE CORAL -20 DEG	5,205	2.59	-8	2.38	\$12,387.90	CAMCO MANUFACTURING	WWS_30903
489	10115520	30983	Xtreme Blue 0 Deg 1 GL CAN	3,046	2.59	-8	2.38	\$7,249.48	CAMCO MANUFACTURING	WWS_30983
490	10115606	31173	BLUE CORAL 0 DEG	1,241	2.59	-8	2.38	\$2,953.58	CAMCO MANUFACTURING	WWS_30983
491	10115606	31173	Rain Cutter -25 WWF 1 GL	1,042	4.29	-8	3.95	\$4,115.90	CAMCO MANUFACTURING	WWS_31173
492	5079585	5079585	BLUE CORAL +32 DEG	978	2.59	-8	2.38	\$2,327.64	CAMCO MANUFACTURING	WWS_30293
493	7150006	RX68806	WASHER FLUID BUG 1 EA R	823	3.69	-8	3.39	\$2,789.97	SOUTH/WIN, LTD	WWS_RX68806
494	5192951	CQ1726	5/8"X50' BK STD HH 1 FT CQ	1,405	1.39	-8	1.28	\$1,798.40	HBD INDUSTRIES INC	THP_CQ1726
495	7080530	AS260	PS FLUID 12 OZ PRSTN	1,273	3.99	-8	3.67	\$4,671.91	FRAM GROUP LLC	PRS_AS260
496	5193907	CQ24088	3/8"X 25' FUEL HOSE 1 FT CQ	1,240	1.5	-8	1.38	\$1,711.20	HBD INDUSTRIES INC	THP_CQ24088
497	3760003	CQ-9007	Headlight, Halogen 1 EA CR	995	7.29	-10	6.59	\$9,840.55	ITW - SHA	SHG_CQ-9007
498	5192935	CQ24078	5/16"X 25' FUEL HOSE 1 FT	952	1.5	-8	1.38	\$1,313.76	HBD INDUSTRIES INC	THP_CQ24078
499	5192897	CQ334050	5/32"X50' WWVAC TUBG 1	857	0.89	-8	0.82	\$702.74	HBD INDUSTRIES INC	THP_CQ334050
TOTALS				\$5,741.32			\$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.

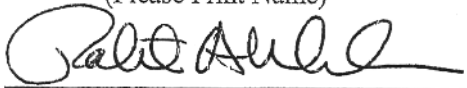
Addenda Receipt: The Bidder confirms receipt of any and all addenda issued for this Invitation to Bid/Request for Bids (Bidder to list all addenda received):

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

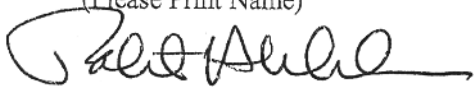
The undersigned Bidder agrees to provide all Products and Services requested in the ITB for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions and specifications set forth in the ITB (including any addenda or amendments), subject only to the exceptions stated 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)



Authorized Signature

7-11-16

Date

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

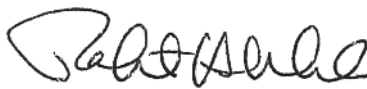
Delivery After Receipt of Order: Usually within an hour

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:



Signature

Robert A. Wheeler, SVP Commercial

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 filed 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 Gifford
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 Rodriguez
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, 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 tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

Section Seven
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: uscommunities@(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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Required U.S. Communities Information

(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@uscommunities.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

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- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI
MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:

U.S. Communities

2999 Oak Road, Suite 710

Walnut Creek, California 94597

Attn: Program Manager Administration

Supplier:

Laura Payne

Advance Stores Company Inc.

2635 E. Millbrook Rd.

Raleigh, NC 27604

Attn: U.S. Communities Program Manager

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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]

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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

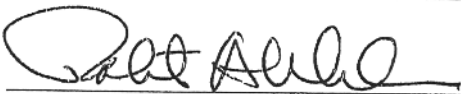
By _____

Name: _____

Title: _____

Supplier:

Advance Stores Company Inc.

By  _____

Name: Robert A. Wheeler

Title: Senior Vice President, Commercial