STATE OF NORTH CAROLINA COUNTY OF MECKLENBURG

CONTRACT NO. 2017000280

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

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

STATEMENT OF BACKGROUND AND INTENT

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

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

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

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

AGREEMENT

- 1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:
 - Exhibit A: Pricing Sheets
 - Exhibit B: Specifications
 - Exhibit C: Bid Response Forms
 - Exhibit D: U.S. Communities Administration Agreement

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

- 2. **DEFINITIONS.** The following terms shall have the following meanings for purposes of this Contract (including all Exhibits):
 - 2.1 EFFECTIVE DATE. The term "Effective Date" refers to the effective date identified in the first paragraph of this Contract.
 - 2.2 PRODUCTS. The term "Products" shall mean Automotive Parts and Accessories for Light, Medium and Heavy Duty Vehicles and Related Products and Services and all other related items the Company agreed to provide to the City in its Bid.
 - 2.3 SERVICES. The term "Services" shall include all Services that the Company agreed to provide to the City in its Bid.
- 3. **TERM**. The initial term of this Contract will be for three (3) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the Contract signed by both parties.

4. AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.

- 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services.
- 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
- 5. OPTIONS AND ACCESSORIES: The City may in its discretion purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the Bid statutes, and provided the City is authorized by law to make such purchases without a formal Bid process.
- 6. DOCUMENTATION: The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.
- COMPENSATION. The City shall pay the Company for the Products and Services delivered in compliance with the Specifications at the unit prices set forth in Exhibit A. This amount constitutes

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

8. PRICE ADJUSTMENT.

- 8.1 The price(s) stated in this Contract shall not increase for the first year term of the Contract. The prices shall also not increase during the two (2) additional two-year renewal option terms unless the City approves a price adjustment in writing in accordance with the following terms:
 - 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
 - 8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

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

- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to Bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating

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

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

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

Option 2 - Mail one copy of each invoice to:

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

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

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

- 10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
- 11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
- 12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. GENERAL WARRANTIES. Company represents and warrants that:

- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of North Carolina, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

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

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

 DESIGN AND/OR MANUFACTURER REQUIREMENT: All Products and Services shall meet the Specifications set forth in Section 5 of this ITB. 19. **INSPECTION AT COMPANY'S SITE**: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY:

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

- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
- (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
- RIGHT TO WITHHOLD PAYMENT: If Company breaches any provision of the Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 27. **OTHER REMEDIES**: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

- 28.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 28.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
 - 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. RESERVED.

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

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

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

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

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime Contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. MISCELLANEOUS

41.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

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

- 41.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 41.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 41.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"

- Section 4.3 "Employment Taxes and Employee Benefits"
- Section 13 "General Warranties"
- Section 14 "Additional Representations and Warranties"
- Section 22 "Guarantee"
- Section 27 "Other Remedies"
- Section 28 "Termination"
- Section 33 "Insurance"
- Section 34 "Indemnification" Principal Contacts"
- Section 41 "Miscellaneous"
- Section 42 "Confidentiality"
- 41.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 41.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 41.15 IRAN DIVESTMENT ACT. Company warrants and certifies that as of the Effective Date, Company is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. The person signing this Contract certifies that he or she is authorized by Company to make the foregoing certification. Company further agrees that it will not utilize on this Contract any subcontractor that is identified on the Final Divestment List.
- 41.16 NOTICE OF DEFERRAL UNDER FEDERAL GRANT UNIFORM GUIDANCE. As permitted under the rule published at 80 FR 54407, the City of Charlotte is electing to defer until July 1, 2017, the implementation of the procurement provisions of the Uniform Guidance, as detailed in 2 CFR 200 subsections .317 through .326. During this period, we will continue to operate under the guidance of 44 C.F.R. § 13.36(a)-(i) (States, Local and Tribal governments) and 2 C.F.R. 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).

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

42. CONFIDENTIALITY.

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

Categories 42.1.3 through 42.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

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

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

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

- 42.3 EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
 - 42.3.1 Was already known to Company prior to being disclosed by the City;
 - 42.3.2 Was or becomes publicly known through no wrongful act of Company;
 - 42.3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
 - 42.3.4 Was used or disclosed by Company with the prior written authorization of the City;
 - 42.3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;
 - 42.3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- **43. FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

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

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

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

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

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

ADVANCE STORES COMPANY, INC. BY: PRINT NAME: Robert A. Wheeler TITLE: SVP Commercial DATE: 9-1-16 **CITY OF CHARLOTTE: CITY MANAGER'S OFFICE:** and BY: June BY:

Kandy Karrington PRINT NAME:

TITLE: <u>CFO</u>

DATE: <u>9/17/16</u>

CITY OF CHARLOTTE: OFFICE OF RISK MANAGEMENT:

in Siltion MISTP PRINT NAME: (

TITLE: CI DATE:

EXHIBIT A PRICING SHEET

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

5. PRICING SHEET

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

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

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

<u>Pricing: Per Section 5.4</u>, 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.

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. <u>Executive Summary for City of Charlotte USC bid.doc</u>

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.

Signature

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

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

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

	Group #3 Brake Sys	tems		Trease in a
Brakes - Drums and Rotors	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors Specialty	-35%
Brakes - Drums and Rotors	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors Better	-35%
Brakes - Drums and Rotors	BRAKE ROTORS & DRUMS	Rotors	Brake Rotors - Frontline	-45%
Brakes - Drums and Rotors	BRAKE ROTORS & DRUMS	Drums	Brake Drums Better	-35%
Brakes - Hardware	BRAKE HARDWARE	BRAKE COMPONENTS	WEAR SENSORS	-35%
Brakes - Hardware	BRAKE HARDWARE	BRAKE LINES		-35%
Brakes - Hydraulics	BRAKE HYDRAULICS	Brake Calipers		-35%
Brakes - Hydraulics	BRAKE HYDRAULICS	BRAKE HOSES, MASTER CYLINDERS, CABLES		-35%
Brakes - Hydraulics	BRAKE BOOSTERS	Brake Booster		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Premium		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Best		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads Better		-35%
Brakes - Friction, Pads & Shoes	BRAKE PADS	BRAKE PADS GOOD		-35%
Brakes - Friction, Pads & Shoes	BRAKE SHOES	Brake Shoes Best		-35%

	Group #4 Paint and Body Repo	air
Paint & Chemicals	GENERAL PURPOSE	-8%
Paint & Chemicals	PAINT & BODY REPAIR CHEMICALS	-8%
Paint & Chemicals	BULK & PROFESSIONAL	-8%
Paint & Chemicals	TOUCH UP	-8%
Paint & Chemicals	SPECIALTY PAINT	-8%
Paint & Chemicals	PRIMER	-8%
Paint & Chemicals	PAINT COATINGS	-8%
Paint & Chemicals	MISCELLANEOUS PAINT	-8%
Paint & Chemicals	COMMERCIAL PAINT	-8%
Body Repair/Tools	TAPE & ADHESIVES	-8%
Body Repair/Tools	ABRASIVES	-35%
Body Repair/Tools	BODY FILLERS	-35%
Body Repair/Tools	SPECIALTY REPAIR	-35%
Body Repair/Tools	BODY TOOLS/ACCESSORIES	-35%
Body Repair/Tools	FIBERGLASS REPAIR	-35%
Body Repair/Tools	BODY TRIM & MOLDING	-35%
Body Repair/Tools	WEATHERSTRIPPING	-35%
Body Repair/Tools	COMMERCIAL BODY REPAIR	-35%

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	Group #5 Ignition/Emis	ssion	
Ignition/Emission - Air Injection & O2 Sensors	OXYGEN SENSORS	DIRECT FIT	-34%
Ignition/Emission - Air Injection & O2 Sensors	OXYGEN SENSORS	UNIVERSAL	-34%
Ignition/Emission - Air Injection & O2 Sensors	AIR INJECTION SYSTEM	SMOG & VACUUM PUMPS	-34%
Ignition/Emission - Electrical Components	ENGINE COMPUTER CONTROLS		-15%
Ignition/Emission - Electrical Components	VOLTAGE REGULATORS		-15%
Ignition/Emission - Electrical Components	SWITCHES & RELAYS		-18%
Ignition/Emission - Emission Sensors & Valves	SENSORS, VALVES & TRANSMITTERS	Valves, TPMS	-22%
Ignition/Emission - Fuel Injection Components	FUEL INJECTION PARTS		-15%
Ignition/Emission - Fuel Systems	CARBURETORS		-15%
Ignition/Emission - Fuel Systems	FUEL PUMPS		-15%
Ignition/Emission - Fuel Systems	GAS TANKS		-15%
Ignition/Emission - Ignition Components	IGNITION CAPS & ROTORS		-15%
Ignition/Emission - Ignition Components	IGNITION COILS & MODULES		-18%
Ignition/Emission - Ignition Components	DISTRIBUTORS		-10%
Ignition/Emission - Wire	WIRESETS/COIL BOOTS		-20%
Ignition/Emission -Spark Plugs	SPARK PLUGS		-10%

	Group #6 Cooling Syst	ems	the state of the	
Cooling System - Parts & Components	BELT SYSTEMS	Belts - Serpentine		-33%
Cooling System - Parts & Components	BELT SYSTEMS	Belts - V		-34%
Cooling System - Radiators	RADIATORS			-15%
Cooling System - Radiators	WATER PUMPS & HARDWARE			-15%
Cooling System - Radiators	RADIATOR FAN ASSEMBLIES			-15%
Cooling System - Parts & Components	FANS & COOLERS			-18%
Cooling System - Parts & Components	THERMOSTATS & HOUSINGS	THERMOSTATS		-14%
Cooling System - Parts & Components	BELT SYSTEMS	BELT HARDWARE		-23%
Cooling System - Parts & Components	BELT SYSTEMS	Miscellaneous Belts	INDUSTRIAL, FHP, SPORT UTILITY	-23%
Cooling System - Parts & Components	RADIATOR HOSES & COMPONENTS	CAPS, HOSES		-14%
Cooling System - Water Pumps and Hardware	Water Pumps			-15%
Cooling System - Parts & Components	MISCELLANEOUS COOLING PARTS	GAS CAPS, COOLING CABINETS, OIL CAPS		-14%

Group #7 Ride Control, Chassis and Steering				
Ride Control	SHOCKS		PREMIUM	-15%
Ride Control	SHOCKS		GOOD	-15%
Ride Control	STRUTS		PREMIUM	-15%
Ride Control	STRUTS		GOOD	-159
Chassis Parts	ALIGNMENT	ALIGNMENT SHIMS & HARDWARE		-28%
Chassis Parts	STEERING COMPONENTS	DAMPERS & STABILIZERS, ARMS, TIE RODS		-26%
Chassis Parts	SPRINGS	TORSION BARS, COIL SPRINGS		-26%
Chassis Parts	SUSPENSION PARTS	SWAY BAR, LINK KITS, BALL JOINTS, CONTROL ARMS, KING PINS		-179
Power Steering & Components	POWER STEERING & COMPONENTS	Power Steering Rack & Pinion		-25%
Power Steering & Components	POWER STEERING & COMPONENTS	POWER STEERING COMPONENTS	COOLERS, PULLEYS, HARDWARE	-25%
Power Steering & Components	POWER STEERING & COMPONENTS	Power Steering Pumps		-25%
Power Steering & Components	POWER STEERING & COMPONENTS	Power Steering Hoses & Lines		-25%
Power Steering & Components	POWER STEERING & COMPONENTS	Gear Boxes		-25%
Power Steering & Components	POWER STEERING & COMPONENTS	STEERING SHAFTS		-25%

	Group #8 Driveline		
Driveline - Clutches	CLUTCH KITS, HYDRAULICS & PARTS	CLUTCH HYDRAULICS, KITS, PARTS	-14%
Driveline - Shafts	SHAFTS & BOOT KITS	SHAFTS	-13%
Driveline - Shafts	SHAFTS & BOOT KITS	CV Boot Kits	-13%
Driveline - Transmission Parts	CABLES	2	-15%
Driveline - Transmission Parts	Differential Parts		-13%
Driveline - Transmission Parts	TRANSMISSION PARTS		-15%
Driveline - Transmission Parts	MISCELLANEOUS	MOUNTS, YOKES	-15%
Driveline Parts and Mounts	MOUNTS		-14%
Driveline Parts and Mounts	UNIVERSAL JOINTS		-20%
Driveline Parts and Mounts	ENGINE & TRANSMISSION MOUNTS		-14%

	Group #9 Automotive Hardware	& Engine Parts	
Automotive Hardware	LIFT SUPPORTS		-13%
Automotive Hardware	AUTOMOTIVE HARDWARE	AUTOMOTIVE PARTS	-13%
Automotive Hardware	AUTOMOTIVE HARDWARE	DOOR AND BODY PARTS	-13%
Automotive Hardware	AUTO HARDWARE & ACCESSORIES	ASSORTMENTS, INTERIOR/EXTERIO R HARDWARE, UNDERCAR, SPRINGS, CONNECTORS, FITTINGS, FASTENERS	-13%
Engine Parts	ENGINE PARTS	TIMING/VALVE TRAIN COMPONENTS, BALANCERS AND PULLEYS	-13%
Engine Parts	TIMING COMPONENTS		-10%
Engine Parts	VALVE TRAIN COMPONENTS		-15%
Engine Parts	PANS AND COVERS		-10%
Engine Parts	CYLINDER BLOCK COMPONENTS	*	-15%
Engine Parts	CYLINDER HEADS		-5%
Engine Parts	ENGINE BEARINGS		-15%
Engine Parts	ENGINE OIL SYSTEM COMPONENTS		-13%
Engine Parts	MANIFOLDS		-13%
Gaskets	ENGINE GASKETS	GASKETS: COOLING, ENGINE, FUEL SYSTEM, FLUID SEALING, EXHAUST, DRIVELINE	-14%

	Group #10 E	xhaust	
Exhaust	EXHAUST	CATALYTIC CONVERTERS	-17%
Exhaust	EXHAUST	Manifolds	-17%
Exhaust	EXHAUST	Exhaust Accessories	-20%
Exhaust	EXHAUST	Exhaust Pipes	-20%
Exhaust	EXHAUST	Mufflers	-20%

	Group #11 Bearings, Seals,	Hub Assemblies	
Bearings, Seals, Hub Assemblies	BEARINGS & SEALS	DRIVELINE BEARINGS	-20%
Bearings, Seals, Hub Assemblies	BEARINGS & SEALS	SEALS	-20%
Bearings, Seals, Hub Assemblies	BEARINGS & SEALS	CLUTCH BEARINGS	-25%
Bearings, Seals, Hub Assemblies BEARINGS & SEALS		BEARING & SEAL KITS	-20%
Bearings, Seals, Hub Assemblies BEARINGS & SEALS		WHEEL END BEARINGS	-20%
Bearings, Seals, Hub Assemblies	HUB ASSEMBLIES	4WD HUBS	-20%
Bearings, Seals, Hub Assemblies	HUB ASSEMBLIES	HUB ASSEMBLIES	-21%
Bearings, Seals, Hub Assemblies	WHEEL HUBS	WHEEL HUB	-27%

Group #12 Starters & Alternators						
Starters & Alternators	ALTERNATORS	GOOD/BETTER	-8%			
Starters & Alternators	STARTERS	GOOD/BETTER	-8%			
Starters & Alternators	STARTING/CHARGING COMPONENTS		-25%			

	Group #13 Climate (Control	
Climate Control - Electrical Systems	WINDOW SYSTEM PARTS	WINDOW MOTOR/REGULAT ORS	-13%
Climate Control - Electrical Systems	WIPER SYSTEM PARTS	WIPER ARMS & MOTORS, WASHER RESERVOIRS, WIPER PULSE BOARDS, TRANSMISSION LINKAGE, WASHER PUMPS	-13%
Climate ControlHeating & Air Conditioning	AIR CONDITIONING	A/C COMPRESSOR, FILTER/DRIERS, CONDESNORS/EV APORATORS, RINGS/GASKETS, HOSES	-13%
Climate ControlHeating & Air Conditioning	BLOWER MOTORS	BLOWER MOTORS	-10%
Climate ControlHeating & Air Conditioning	HEATING	HEATER CORES/VALVES	-15%
Climate ControlHeating & Air Conditioning	BLEND DOORS		-17%
AC Chemicals & Accessories	A/C TOOLS, PARTS, MISC	A/C PARTS	-8%
AC Chemicals & Accessories	A/C TOOLS, PARTS, MISC	A/C TOOLS	-8%

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	Group #14 Heavy Duty	Parts	
HD Chassis	Chassis Parts	Chassis Parts	0%
HD Chassis	Power Steering & Components	Power Steering & Components	-15%
HD Chassis	Ride Control	Ride Control	-15%
HD HVAC & Hydraulics	HD Heating & Cooling		-8%
HD HVAC & Hydraulics	Hydraulics	HOSE/FITTINGS	-42%
HD Powertrain	Exhaust		-20%
HD Powertrain	HD Drivetrain		-20%
HD Powertrain	HD Engine		-21%
HD Powertrain	HD Starting & Charging		-8%
HD Wheel-End	Bearings, Seals, Hub Assemblies		-25%
HD Wheel-End Wheel Attaching		Nuts, Studs, Clamps	0%
HD Wheel-End	HD Air Brake		-7%
HD Other	Safety		0%
HD Other	Lighting		-15%
HD Other	Trailer Parts		-7%
HD Other	Accessories		-13%
HD Other	Chems & Lubes		-7%
Air Filters	HEAVY DUTY AIR FILTERS		-65%
Oil Filters	HEAVY DUTY OIL FILTERS		-65%
SHOCKS	HD TRUCK		-15%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads HD Truck	-29%
Brakes - Friction, Pads & Shoes	BRAKE SHOES	BRAKE SHOES HD TRUCK	-29%
Brakes - Friction, Pads & Shoes	BRAKE PADS	Brake Pads HD Truck	-29%

	Group #15 Engines/Equi		
Commercial Shop Equipment (High Ticket)	ISN COMMERCIAL TOOLS/EQUIP		0%
Commercial Shop Equipment (High Ticket)	MISC COMMERCIAL EQUIPMENT		0%
Engines and Transmissions	ENGINES		-5%
Engines and Transmissions	TRANSMISSIONS		-5%
Engines and Transmissions	TRANSMISSIONS	TRANSFER CASES	-5%
Engines and Transmissions	ENGINE PARTS	ENGINE PARTS	-5%
Engines and Transmissions	Rear Axle Assemblies	Rear Axle Assemblies	-4%
Jacks and Lifts	· · · · ·		-8%
Commercial Jacks/Lifts			-8%

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	Group #16 Chemicals		and the state of the
AC Chemicals & Accessories	A/C CHEMS		-8%
AC Chemicals & Accessories	FREON		-8%
Appearance Chemicals	CAR WASH/CARE		-8%
Bulk Chemicals - Antifreeze and Washer Solvent	ANTIFREEZE		-5%
Bulk Chemicals - Antifreeze and Washer Solvent	WINDSHIELD WASH		-8%
Performance & Functional Chemicals	BRAKE FLUID, CLEANERS/DEGREASERS, ADDITIVES, TREATMENTS		-8%
Sealants, Adhesives and Compounds	ADHESIVES & SEALANTS, COMPOUNDS		-8%
Tire Sealants	TIRE REPAIR CHEMICALS		-12%
Grease & Lubricants	HYDRAULIC FLUID		-8%
Grease & Lubricants	GREASE	FULL SYNTHETIC, SYNTH BLEND, CONVENTIONAL	-8%
Grease & Lubricants	GEAR OIL		-8%
Grease & Lubricants	MISCELLANEOUS LUBRICANTS & ACCESSORIES		-8%
Motor Oil	CONVENTIONAL		0%
Motor Oil	HIGH MILEAGE		0%
Motor Oil	SYNTHETIC BLEND		0%
Motor Oil	FULL SYNTHETIC		0%
Motor Oil	HEAVY DUTY		0%
Motor Oil	SMALL ENGINE		0%
Transmission Fluid	TRANSMISSION FLUID		-8%

DISCOUNT SCHEDULE FOR THE CITY OF CHARLOTTE AND U.S. COMMUNITIES PARTICIPATING PUBLIC
AGENCIES

Group #17 Accessories & Miscellaneous					
Wipers		-33%			
Air Fresheners		12%			
Air Tools & Accessories		-10%			
Appearance Accessories	APPEARANCE TOOLS, TOWELS, DETAILING, WASHING	-8%			
Cargo Management		-8%			
Electrical	ELECTRICAL ACCESSORIES, FUSES, GPS SYSTEMS	-30%			
Fluid Management Accessories		-8%			
Hand & Specialty Tools		-5%			
Interior/Exterior Accessories		-8%			
Nuts/Bolts/Misc Hardware		-23%			
Oil & Gas Accessories		-8%			
Protective Gear		-12%			
Horns and Security		-8%			
Testing & Electrical Equipment		-5%			
Tire Repair & Accessories		-15%			
Towing & Hitch		-5%			
Commercial TOOLS	AIR TOOLS, BODY REPAIR, SPECIALTY	-5%			

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

1. Carquest Technical Institute Pricing

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

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

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

MotoLOGIC Pricing

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

- Annual Term (One-time Payment, Paid Upfront): \$910.35 per location for the full year subscription
- Annual Term (Billed Monthly): \$86 per location per month
- Month-to-Month Term: \$101.15 per location per month
- 4. Carquest Tools & Equipment offers shop equipment to government agencies purchasing under the U.S. Communities program a discount of 5%.

Pricing Incentives and Rebates:

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

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

Contract #2017000280 - Exhibit A

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

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

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

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

ltem Number	Part Number	Part Desc	Vendor	Estimated Quantity	Retail List Price	Discount (Percentage) Should match % stated on Required Form 5 - Pricing Sheet	Unit Price for Qty of 1 (Retail Price Less Discount)	Extended Price	Manufacturer/Brand of Quoted Part	Part Number for Brand Quoted
1	08880	HIGH POWER BRAKE CLEANER	3M	4,176	5.49	-35	3.57	\$14,908.32	3M	MMM 08880
2	08001	WEATHERSTRIP ADH	3M	110	10.99	-35	7.14	\$785.40	3M	MMM 08001
3	06975	TARTAN DUCT TAPE	3M	46	15.79	-35	10.26	\$471.96	3M	MMM 06975
4	08008	WEATHERSTRIP ADH-BLK	3M	48	12.99	-35	8.44	\$405.12	3M	MMM 08008
5	STP131HC	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	4,552	0.89	-20	0.71		STANDARD MOTOR PE	
6	SST311	SAFE-MATE COUPLER	STANDARD MOTOR PRODUCTS	114	31.49	-20			STANDARD MOTOR PR	
	STP130HC	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODUCTS	2,962	0.89	-20	0.71	the same of the sa	STANDARD MOTOR PF	Terms
8	STP350H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	740	0.99	-20	0.79	\$584.60	STANDARD MOTOR PR	EC STP350H
10	STP132HC	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	500	0.89	-20	0.71	\$355.00	STANDARD MOTOR PR	EC STP132HC
	STP145H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	335	1.09	-20	0.87		STANDARD MOTOR PR	
11	BR1220	FUEL FILTER	LITTELFUSE, INC.	21	14.29	-20	11.43	\$240.03	LITTELFUSE, INC.	EC BR1220
12	TA276L	TIE STRAP	STANDARD MOTOR PRODUCTS	74	3.89	-20	3.11	\$230.14	STANDARD MOTOR PR	EC TA276L
13	C12-2E	2 WIRE CABLE	STANDARD MOTOR PRODUCTS	264	1.09	-20	0.87		STANDARD MOTOR PR	
(77) /	STP120H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	264	0.99	-20	0.79	\$208.56	STANDARD MOTOR PR	EC STP120H
	BR1225	CIRCUIT BREAKER	LITTELFUSE, INC.	18	14.29	-20	11.43	\$205.74	LITTELFUSE, INC.	EC BR1225
	S654	PIGTAIL/SOCKET	STANDARD MOTOR PRODUCTS	15	16.39	-20	13.11	\$196.65	STANDARD MOTOR PR	EC 5654
32.55	C14-2E	MULTI-CONDUCTOR CBL	STANDARD MOTOR PRODUCTS	300	0.79	-20	0.63	\$189.00	STANDARD MOTOR PR	EC C14-2E
	S525	PIGTAIL/SOCKET	STANDARD MOTOR PRODUCTS	31	7.49	-20	5.99	\$185.69	STANDARD MOTOR PR	EC S525
	TA279L	TIE STRAPS	STANDARD MOTOR PRODUCTS	63	3.59	-20	2.87		STANDARD MOTOR PR	
	STP124H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	180	1.09	-20	0.87	\$156.60	STANDARD MOTOR PR	EC STP124H
	TA3	PCV SPLIT LOOM	STANDARD MOTOR PRODUCTS	33	5.49	-20	4.39	\$144.87	STANDARD MOTOR PR	EC TA3
22	STP132H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	140	1.29	-20	1.03	\$144.20	STANDARD MOTOR PR	EC STP132H

23 HS	T81B	HEAT SHRINK TUBING	STANDARD MOTOR PRODUCTS	28	6.09	-20	4.87	\$136.36	STANDARD MOTOR PR	EC HST81B
24 C68	ER	PRIMARY WIRE	STANDARD MOTOR PRODUCTS	100	1.69	-20	1.35		STANDARD MOTOR PR	
25 PW	V14R	20' 14 GAUGE WIRE	STANDARD MOTOR PRODUCTS	22	6.69	-20	5.35		STANDARD MOTOR PR	
26 CS	V0000	BULK BATTTERY CABLE	STANDARD MOTOR PRODUCTS	14	10.39	-20	8.31		STANDARD MOTOR PR	-
27 BR	1230	CIRCUIT BREAKER	LITTELFUSE, INC.	10	14.29	-20	11.43	the second s	LITTELFUSE, INC.	EC BR1230
28 BP9	99	BATT CLIP AND ACCY	STANDARD MOTOR PRODUCTS	45	2.89	-20	2.31	\$103.95	STANDARD MOTOR PR	-
29 PW	V12B	PRIMARY WIRE	STANDARD MOTOR PRODUCTS	19	6.69	-20	5.35		STANDARD MOTOR PR	
30 PW	V16R	30' 16 GAUGE WIRE	STANDARD MOTOR PRODUCTS	18	6.69	-20	5.35	and the second se	STANDARD MOTOR PR	-
31 DS	126	SWITCH	STANDARD MOTOR PRODUCTS	20	5.99	-20	4.79		STANDARD MOTOR PR	
32 STF	P131H	HEAT SHRINK TERMINAL	STANDARD MOTOR PRODUCTS	100	1.19	-20	0.95		STANDARD MOTOR PR	
33 STF	P130H	BUTT SPLICE TERMINAL	STANDARD MOTOR PRODUCTS	100	1.19	-20	0.95	the second se	STANDARD MOTOR PR	
34 BR'	1215	CIRCUIT BREAKER	LITTELFUSE, INC.	8	14.29	-20	11.43		LITTELFUSE, INC.	EC BR1215
35 PW	/12R	12' 12 GAUGE WIRE	STANDARD MOTOR PRODUCTS	17	6.69	-20	5.35		STANDARD MOTOR PR	-
36 PW	/16B	PRIMARY WIRE	STANDARD MOTOR PRODUCTS	15	6.69	-20	5.35		STANDARD MOTOR PR	
37 638	861-5	TRILLIANT PAR 36 LAM	GROTE INDUSTRIES	30	157.99	-15	134.29		GROTE INDUSTRIES	LTG 63861-5
38 64	401-5	LED SQR WRK LGHT	GROTE INDUSTRIES	26	49.99	-15	42.49	and the second second second second	GROTE INDUSTRIES	LTG 64H01-
39 631	151-5	HALOGEN WORK LAMP	GROTE INDUSTRIES	39	24.59	-15	20.90		GROTE INDUSTRIES	LTG 63151-5
40 121	173	CONVEX MIRROR	GROTE INDUSTRIES	46	16.59	-15	14.10		GROTE INDUSTRIES	LTG 12173
41 537	762	STT LAMP	GROTE INDUSTRIES	19	36.49	-15	31.02		GROTE INDUSTRIES	LTG 53762
42 527	772	STT LAMP	GROTE INDUSTRIES	129	5.29	-15	4.50		GROTE INDUSTRIES	LTG 52772
43 539	962	STT LAMP	GROTE INDUSTRIES	12	48.49	-15	41.22	and the second second second second	GROTE INDUSTRIES	LTG 53962
44 532	252	DIODE LED RED	GROTE INDUSTRIES	25	22.99	-15	19.54		GROTE INDUSTRIES	LTG 53252
45 606	581	BWP LIC LAMP	GROTE INDUSTRIES	19	29.49	-15	25.07	100000000000000000000000000000000000000	GROTE INDUSTRIES	LTG 60681
46 471	123	ROUND YEL LED	GROTE INDUSTRIES	58	8.79	-15	7.47		GROTE INDUSTRIES	LTG 47123
47 603	351	LICENSE LAMP	GROTE INDUSTRIES	13	38.49	-15	32.72		GROTE INDUSTRIES	LTG 60351
48 471	122	CLR/MKR LAMP	GROTE INDUSTRIES	60	8.19	-15	6.96		GROTE INDUSTRIES	LTG 47122
49 471	112	CLR/MKR LAMP	GROTE INDUSTRIES	46	8.19	-15	6.96		GROTE INDUSTRIES	LTG 47112
50 686	580	PIGTAIL	GROTE INDUSTRIES	21	13.59	-15	11.55		GROTE INDUSTRIES	LTG 68680
51 508	382	STT LAMP	GROTE INDUSTRIES	11	24.39	-15	20.73		GROTE INDUSTRIES	LTG 50882
52 472	202-3	CLR/MKR LAMP RED BULK PK	GROTE INDUSTRIES	20	12.99	-15	11.04		GROTE INDUSTRIES	LTG 47202-3
53 649	931	TRACTOR LAMP	GROTE INDUSTRIES	18	13.99	-15	11.89		GROTE INDUSTRIES	LTG 64931
54 543	342	STT LAMP	GROTE INDUSTRIES	17	14.79	-15	12.57		GROTE INDUSTRIES	LTG 54342
55 G60	003-5	STT LAMP	GROTE INDUSTRIES	6	38.49	-15	32.72		GROTE INDUSTRIES	LTG G6003-
56 490	062	CLR/MKR LAMP	GROTE INDUSTRIES	6	35.99	-15	30.59	2.2.1.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	GROTE INDUSTRIES	LTG_49062
57 G60	002	STT LAMP RED HI CNT LED 60	GROTE INDUSTRIES	8	25.99	-15	22.09		GROTE INDUSTRIES	LTG_43002
58 528	392	STT LAMP	GROTE INDUSTRIES	31	6.59	-15	5.60		GROTE INDUSTRIES	LTG_00002
59 G10	093	HI COUNT LED	GROTE INDUSTRIES	15	13.39	-15	11.38		GROTE INDUSTRIES	LTG_52892
60 900)7	HEADLGHT-HALOGEN	FEDERAL MOGUL (WAGNER LIGHT	258	10.99	-40	6.59		ADVANCE AUTO PARTS	and the second se

61	53	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	1,080	2.19	-30	1.53	\$1,652.40	FEDERAL MOGUL (WA	CLB_53
62	H4656	HALOGEN SEALED BEAM	FEDERAL MOGUL (WAGNER LIGHT	228	9.79	-30	6.85	\$1,561.80	FEDERAL MOGUL (WA	CLB_H4656
63	3157	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	759	2.99	-40	1.79	\$1,358.61	ADVANCE AUTO PARTS	SHG_CQ-3157
64	H6054	HALOGEN SEALED BEAM	FEDERAL MOGUL (WAGNER LIGHT	111	11.99	-30	8.39	\$931.29	FEDERAL MOGUL (WA	CLB_H6054
65	194	BULB	FEDERAL MOGUL (WAGNER LIGHT	1,141	2.49	-40	1.49	\$1,700.09	ADVANCE AUTO PARTS	SHG_CQ-194
66	9005	STD HALOGEN CAPSULE	FEDERAL MOGUL (WAGNER LIGHT	90	10.99	-40	6.59	\$593.10	ADVANCE AUTO PARTS	SHG_CQ-9005
67	795	MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	67	11.39	-30	7.97	\$533.99	FEDERAL MOGUL (WA	CLB_795
68	4416	SEALED BEAM	FEDERAL MOGUL (WAGNER LIGHT	41	15.59	-30	10.91	\$447.31	FEDERAL MOGUL (WA	CLB_4416
69	1142	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	150	3.99	-30	2.79	\$418.50	FEDERAL MOGUL (WA	CLB_1142
70	4411-1	INCANDESCENT SEALED BEAM	FEDERAL MOGUL (WAGNER LIGHT	32	17.39	-30	12.17	\$389.44	FEDERAL MOGUL (WA	CLB_4411-1
71	906	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	368	2.49	-40	1.49	\$548.32	ADVANCE AUTO PART	SHG_CQ-906
72	9008	CAPSULE	FEDERAL MOGUL (WAGNER LIGHT	26	19.59	-40	11.75	\$305.50	ADVANCE AUTO PART	SHG_CQ-9008/60/5
73	17326	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	100	4.99	-30	3.49	\$349.00	FEDERAL MOGUL (WA	CLB_17326
74	1157	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	606	2.49	-40	1.49	\$902.94	ADVANCE AUTO PART	SHG_CQ-1157
75	3157NA	STD MINIATURE LAMP	FEDERAL MOGUL (WAGNER LIGHT	148	2.99	-40	1.79	\$264.92	ADVANCE AUTO PART	SHG_CQ-3157NA
76	66518	LG RAVEN PWDR FREE	SAS SAFETY CORP	333	19.99	-12	17.59	\$5,857.47	SAS SAFETY CORP	SAS_66518
77	66519	XL RAVEN PWDR FREE	SAS SAFETY CORP	320	19.99	-12	17.59	\$5,628.80	SAS SAFETY CORP	SAS_66519
78	66520	XXL RAVEN PWDR FRE	SAS SAFETY CORP	110	19.99	-12	17.59	\$1,934.90	SAS SAFETY CORP	SAS_66520
79	66517	MED RAVEN PWDR FRE	SAS SAFETY CORP	31	19.99	-12	17.59	\$545.29	SAS SAFETY CORP	SAS_66517
80	5120	BASIC SAFETY GLASSES	SAS SAFETY CORP	99	3.29	-12	2.90	\$287.10	SAS SAFETY CORP	SAS_5120
81	6609-40	DERMA-MAX NITRILE	SAS SAFETY CORP	4	17.99	-12	15.83	\$63.32	SAS SAFETY CORP	SAS_6609-40
82	2985	NON-TOXIC DUST MASK	SAS SAFETY CORP	100	0.14	-12	0.12	\$12.00	SAS SAFETY CORP	SAS_2985
83	6608-40	D-M NIT GLOVE-L	SAS SAFETY CORP	0	17.99	-12	15.83	\$0.00	SAS SAFETY CORP	SAS_6608-40
84	82180	ULTRA BLACK RTV SILICONE	ITW GLOBAL BRANDS	220	7.49	-8	6.89	\$1,515.80	ITW GLOBAL BRANDS	PER_82180
85	27140	HIGH ST THREADLOCKER RED	ITW GLOBAL BRANDS	65	22.99	-8	21.15	\$1,374.75	ITW GLOBAL BRANDS	PER 27140
86	82194	ULTRA GREY RTV SILICONE	ITW GLOBAL BRANDS	175	7.49	-8	6.89	\$1,205.75	ITW GLOBAL BRANDS	PER_82194
87	80631	THREAD SEALANT WITH PTFE	ITW GLOBAL BRANDS	191	5.29	-8	4.87	\$930.17	ITW GLOBAL BRANDS	PER_80631
88	24240	MED THREADLOCKER BLUE	ITW GLOBAL BRANDS	36	22.99	-8	21.15	\$761.40	ITW GLOBAL BRANDS	PER_24240
89	81158	BLACK SILICONE SEALANT	ITW GLOBAL BRANDS	86	6.79	-8	6.25	\$537.50	ITW GLOBAL BRANDS	PER_81158
	51813	ANAEROBIC GASKET MAKER	ITW GLOBAL BRANDS	34	14.59	-8	13.42	\$456.28	ITW GLOBAL BRANDS	PER_51813
	80078	ANTI SEIZE LUBRICANT	ITW GLOBAL BRANDS	47	7.49	-8	6.89	\$323.83	ITW GLOBAL BRANDS	PER 80078
92	80050	CLEAR RTV SILICONE SEAL	ITW GLOBAL BRANDS	50	6.99	-8	6.43	\$321.50	ITW GLOBAL BRANDS	PER_80050
10000	24200	MED THREADLOCKER BLUE	ITW GLOBAL BRANDS	44	6.99	-8	6.43	\$282.92	ITW GLOBAL BRANDS	PER 24200
	22058	DIELECTRIC TUNEUP GREASE	ITW GLOBAL BRANDS	37	6.49	-8	5.97	\$220.89	ITW GLOBAL BRANDS	PER_22058
	27100	HIGH ST THREADLOCKER RED		36	6.99	-8	6.43		ITW GLOBAL BRANDS	PER_27100
1000	H11BP	H11 BULB	OSRAM SYLVANIA	596	14.99	-30	10.49		OSRAM SYLVANIA	SLB_H11BP
	1681942825LEDBP	168/194/2825 LED	OSRAM SYLVANIA	58	12.99	-30	9.09		OSRAM SYLVANIA	SLB 1681942825LE
	H3BP	H3 FOG LIGHT BULB	OSRAM SYLVANIA	82	9.99	-30	6.99		OSRAM SYLVANIA	SLB H3BP

99 194	99 194LED.BP	194 LED BULB 1 PACK	OSRAM SYLVANIA	42	9.99	-30	6.99	\$293.58	\$293.58 OSRAM SYLVANIA	SLB 194LED.BP
100 9007BP)7BP	9007 BULB	OSRAM SYLVANIA	32	10.99	-30	7.69	\$246.08	OSRAM SYLVANIA	
101 9012BP	2BP	MINI BULB	OSRAM SYLVANIA	7	34.99	-30	24.49	\$171.43	OSRAM SYLVANIA	
102 H46	102 H4651STBX	SILVERSTAR SEALED BE	OSRAM SYLVANIA	9	34.99	-30	24.49	\$146.94	OSRAM SYLVANIA	
103 H3-	103 H3-100WBP	H3-100W FOG BULB 1	OSRAM SYLVANIA	30	5.59	-30	3.91	\$117.30	\$117.30 OSRAM SYLVANIA	
104 9005XSBP	5XSBP	9005XS BULB	OSRAM SYLVANIA	9	13.99	-30	9.79	\$58.74	\$58.74 OSRAM SYLVANIA	
105 5080925	30925	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	14	60.99	-32	41.47	\$580.58	\$580.58 DAYCO PRODUCTS. INDDAY	
106 5080953	30953	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	14	70.99	-32	48.27	\$675.78	\$675.78 DAYCO PRODUCTS, INDDAY	dDAY 5080953
107 5061420	1420	POLY RIB BELTS	DAYCO PRODUCTS, INC.	2	70.99	-32	48.27	\$337.89	\$337.89 DAYCO PRODUCTS, INDDAY 5061420	d DAY 5061420
108 5080765	0765	SERPENTINE BELT	DAYCO PRODUCTS, INC.	12	40.19	-32	27.33	\$327.96	\$327.96 DAYCO PRODUCTS INDDAY 5080765	DAY 5080765
109 5080570	0570	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	1	42.99	-32	29.23	\$321.53	\$321.53 DAYCO PRODUCTS. INDDAY 5080570	DAY 5080570
110 5080920	0920	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	2	53.19	-32	36.17	\$253.19	\$253.19 DAYCO PRODUCTS INDDAY 5080920	DAY 5080920
111 5080510	0510	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	12	19.99	-32	13.59	\$163.08	\$163.08 DAYCO PRODUCTS, INDDAY 5080510	DAY 5080510
112 80241GL	41GL	HTR HOSE - SIL - 5/8 X 25 '	DAYCO PRODUCTS, INC.	25	9.6	-38	5.95	\$148.75	\$148.75 DAYCO PRODUCTS, INDDAY 80241GI	DAY 80241GL
113 76200	00	HOSE3 FT 2 IN. X 3 FT.	DAYCO PRODUCTS, INC.	144	0.97	-30	0.68	\$97.92	597.92 DAYCO PRODUCTS INDAY	DAY 76200
114 17470	10	TOP COG GOLD V-BELTS	DAYCO PRODUCTS, INC.	12	16.99	-34	11.21	\$134.52	\$134.52 DAYCO PRODUCTS, INDDAY	
115 89372	172	BELT TENSIONER	DAYCO PRODUCTS, INC.	4	42.29	-23	32.56	\$130.24	\$130.24 DAYCO PRODUCTS INC	8
116 E70922	922	- CURVED RAD HOSE	DAYCO PRODUCTS, INC.	6	20.09	-33	13.46	\$121.14	\$121.14 DAYCO PRODUCTS. INDDAY	
117 5080775	0775	POLY RIB GOLD BELTS	DAYCO PRODUCTS, INC.	5	33.29	-32	22.64	\$113.20	\$113.20 DAYCO PRODUCTS, IND DAY	
118 910015A	015A	BELT TENSIONER	LITENS AUTOMOTIVE GROUP	+	140.99	-20	112.79	\$112.79	\$112.79 DAYCO PRODUCTS. INDDAY	
119 910018A	018A	BELT TENSIONER	LITENS AUTOMOTIVE GROUP	-	140.99	-20	112.79	\$112.79	\$112.79 DAYCO PRODUCTS, INDDAY	DAY 910018A
120 W975	375	SYNTHETIC GEAR 75W90	VALVOLINE MOTOR PRODUCTS	368	12.49	89	11.49	\$4,228.32	\$4,228.32 VALVOLINE MOTOR PRVAL VV975	VAL VV975
121 W982	382	SYNTHETIC GEAR 75W-140	VALVOLINE MOTOR PRODUCTS	47	14.99	89	13.79	\$648.13	\$648.13 VALVOLINE MOTOR PR VAL VV982	VAL VV982
122 W265	265	NON-DET 30W QT.	VALVOLINE MOTOR PRODUCTS	78	6.29	~	5.79	\$451.62	\$451.62 VALVOLINE MOTOR PRVAL VV265	VAL VV265
123 W700285M	700285M	SYN GO 75W90 5GAL	VALVOLINE MOTOR PRODUCTS	-	226.99	°9	208.83	\$208.83	\$208.83 VALVOLINE MOTOR PRVAL VV700285M	VAL VV700285M
124 W291	291	DURABLEND 5W-30 QT.	VALVOLINE MOTOR PRODUCTS	24	6.99	8-	6.43	\$154.32	\$154.32 VALVOLINE MOTOR PRVAL VV291	VAL VV291
125, W317	817	DURABLEND 5W-20	VALVOLINE MOTOR PRODUCTS	24	6.99	8-	6.43	\$154.32	\$154.32 VALVOLINE MOTOR PRVAL_VV317	VAL W317
126 W324	324	MAXLIFE DEX/MER ATF		18	6.99	8-	6.43	\$115.74	\$115.74 WARREN UNILUBE, INOVAL	VAL_VV324
127 W820	320	VAL HP GO 75W90 QT	VALVOLINE MOTOR PRODUCTS	16	7.39	8-	6.80	\$108.80	VALVOLINE MOTOR PRIVAL	VAL_VV820
128 65-2	~	BATTERY-GOLD	JOHNSON CONTROLS, INC.	47	151.99	-33	101.83	\$4,786.01	JOHNSON CONTROLS,	BEP_65-2
129 65-AGM	AGM	I AGM ATOCF	JOHNSON CONTROLS, INC.	6	184.99	-33	123.94	\$743.64	\$743.64 JOHNSON CONTROLS,	BEP 65-AGM
130 51R-2	-2		JOHNSON CONTROLS, INC.	4	136.99	-33	91.78	\$367.12	\$367.12 JOHNSON CONTROLS,	BEP 51R-2
131 24DC-	C-1	_	JOHNSON CONTROLS, INC.	4	94.99	-33	63.64	\$254.56	\$254.56 JOHNSON CONTROLS.	BEP 24DC-1
132 34FT-2	T-2	BATTERY-GOLD ATOCF	JOHNSON CONTROLS, INC.	2	136.99	-33	91.78	\$183.56	\$183.56 JOHNSON CONTROLS.	BEP 34FT-2
133 24F-6	-6	BATTERY-GOLD	JOHNSON CONTROLS, INC.	2	129.99	-33	87.09	\$174.18		BEP 24F-6
134 26-3	~	BATTERY-SILVER	JOHNSON CONTROLS, INC.	2	118.99	-33	79.72	\$159.44	\$159.44 JOHNSON CONTROLS, BEP	BEP_26-3
135 86-2	~	BATTERY-GOLD	JOHNSON CONTROLS, INC.	1	163.99	-33	109.87	\$109.87	\$109.87 JOHNSON CONTROLS, BEP 86-2	BEP 86-2
136 22-1		22 EXACT FIT WIPER BLADE	TRICO PRODUCTS	416	11.99	-28	8.63	\$3,590.08	\$3,590.08 TRICO PRODUCTS	CWP 22-1
										-

\$1,065.90 TRICO PRODUCTS CWP 24-1	\$683.05 TRICO PRODUCTS CWP 20-1				CWP	CWP	DR PR RWD				\$181.88 STANDARD MOTOR PR BWD 514375		\$155.61 STANDARD MOTOR PR BWD FC536	\$169.99 STANDARD MOTOR PR BWD 514081	\$142.76 STANDARD MOTOR PR BWD D5115P	\$116.16 STANDARD MOTOR PR BWD RU1138	\$103.68 STANDARD MOTOR PR BWD CP702						\$522.97 WEGMANN AUTOMOT WGT P125	\$495.71 WEGMANN AUTOMOTWGT P200	\$455.26 WEGMANN AUTOMOTWGT_P100	\$382.72 WEGMANN AUTOMOT WGT P175	\$345.03 WEGMANN AUTOMOTWGT P075	\$332.39 WEGMANN AUTOMOT WGT_P050	WEGMANN AUTOMOTWGT P250	WEGMANN AUTOMOTWGT 100360	WGT	GATES RUBBER CO RBR 27492	RBR	RBR	INDAY	DAY	\$239.20 THERMOID HBD INDUSTHP CO1828-25
\$1,065.90 TR	\$683.05 TR	\$284.76 TR	\$273.22 TR	\$172.64 TR	\$158.18 TR	\$99.54 TR			\$209.76 51	\$275.45 ST	\$181.88 ST	\$192.65 ST	\$155.61 ST	\$169.99 ST	\$142.76 ST	\$116.16 ST	\$103.68 ST	\$101.14 ST/	\$105.00 ST/	\$97.44 ST	\$84.45 ST	\$573.90 WE	\$522.97 WE	\$495.71 WE	\$455.26 WE	\$382.72 WE	\$345.03 WE	\$332.39 WE	\$267.92 WE	\$227.04 WE	\$182.64 WE		\$411.78 GA	\$374.13 GA	\$536.40 DA	\$208.25 DA	\$239.20 TH
9.35	7.19	7.91	7.19	10.79	7.19	7.11	10.08	14.75	13.11	39.35	90.94	38.53	8.19	169.99	35.69	14.52	51.84	101.14	8.75	6.96	84.45	19.13	16.87	26.09	13.39	23.92	11.13	7.73	33.49	37.84	30.44	69.29	68.63	41.57	2.98	5.95	1.84
-28	-28	-28	-28	-28	-28	-28	-18	-18	-18	-18	-15	-18	-18	-15	-15	-17	-15	-15	-15	-15	-18	-13	-13	-13	-13	-13	-13	-13	-13	-13	-13	-34	-34	-34	-30	-38	⁶⁰
12.99	9.99	10.99	9.99	14.99	66.6	9.88	12.29	17.99	15.99	47.99	106.99	46.99	66.6	199.99	41.99	17.49	60.99	118.99	10.29	8.19	102.99	21.99	19.39	29.99	15.39	27.49	12.79	8.89	38.49	43.49	34.99	104.99	103.99	62.99	4.25	9.6	2
114	95	36	38	16	22	14	61	29	16	7	2	5	19	+	4	8	2	-	12	14	1	30	31	19	34	16	31	43	8	9	9	9	9	6	180	35	130
TRICO PRODUCTS	TRICO PRODUCTS	TRICO PRODUCTS	TRICO PRODUCTS	TRICO PRODUCTS	TRICO PRODUCTS	TRICO PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	STANDARD MOTOR PRODUCTS	WEGMANN AUTOMOTIVE USA IN	WEGMANN AUTOMOTIVE USA IN	WEGMANN AUTOMOTIVE USA IN	WEGMANN AUTOMOTIVE USA IN	WEGMANN AUTOMOTIVE USA IN	WEGMANN AUTOMOTIVE USA IN	WEGMANN AUTOMOTIVE USA IN		WEGMANN AUTOMOTIVE USA IN	WEGMANN AUTOMOTIVE USA IN	GATES RUBBER CO	GATES RUBBER CO	GATES RUBBER CO	GATES RUBBER CO	GATES RUBBER CO	GATES RUBBER CO
24 EXACT FIT WIPER BLADE	20 EXACT FIT WIPER BLADE	21 EXACT FIT WIPER BLADE	18 EXACT FIT WIPER BLADE	WIPER BLADE-28	WIPER BLADE-16	18 HD WIPER BLADE FLAT	PIGTAIL	RELAY - ACCESSORY	RELAY - ACCESSORY	RELAY	SWITCH - COMBINATION	PIGTAIL	FLASHER	SWITCH - COMBINATION	SWITCH - COMBINATION	BLOWER MTR RESISTOR	PURGE SOLENOID	SWITCH - COMBINATION	BOOT - TOGGLE SWITCH	SWITCH - DOOR JAMB	PIGTAIL	WHL WT REG-1.50	P TYPE PASS WEIGHT	WHL WT REG-2.00	P TYPE PASS WEIGHT	P TYPE PASS WEIGHT	P TYPE PASS WEIGHT	P TYPE PASS WEIGHT	P TYPE PASS WEIGHT	PRE TAPED WEIGHT	P TYPE PASS WEIGHT	1/2 X 50 FT AIR	COOLANT HOSE - SILICONE	FLEETRUNNER MICRO-V	COOLANT HOSE	HEATER HOSE	1 X 50 FT HTR
137 24-1	138 20-1	139 21-1	140 18-1	141 28-9	142 16-1	143 61-180	144 PT189	145 R3146	146 R3177P	147 S55	148 S14375	149 PT5683	150 FC536	151 S14081	152 DS115P	153 RU1138	154 CP702	155 S14526	156 FN106	157 S208	158 PT5734	159 P150	160 P125	161 P200	162 P100	163 P175	164 P075	165 P050	166 P250	167 100360	168 P225	169 27492	170 28212	171 K080514HD	172 24840	173 26241	174 28413

175 100057610			-	(- L				
		GALES KUBBER CU	0	55.49	-34 36.62		GATES RUBBER CO	
1/6 28411	5/8 X 50 FT HTR	GATES RUBBER CO	203	1.49	-8 1.37	37 \$278.11	THERMOID HBD INDUS	THP_CQ1826
177 28409	3/8 X 50 FT HTR	GATES RUBBER CO	190	0.99	-34 0.65		\$123.50 GATES RUBBER CO	RBR_28409
178 24032	RADIATOR HOSE	GATES RUBBER CO	144	0.97	-30 0.68		\$97.92 DAYCO PRODUCTS, INGE	DAY_76200
179 24832	COOLANT HOSE	GATES RUBBER CO	72	3.58	-30 2.51		\$180.72 DAYCO PRODUCTS, INDDAY	3AY 78200GL
180 26242	HEATER HOSE	GATES RUBBER CO	15	11.6	-38 7.19		\$107.85 DAYCO PRODUCTS, INQ DAY_80242GI	DAY 80242GL
181 28410	1/2 X 50 FT HTR	GATES RUBBER CO	150	1.49	-8 1.37		\$205.50 THERMOID HBD INDUSTHP_CQ1825	THP_CQ1825
182 K080834HD	FLT RUN MICROV	GATES RUBBER CO	e	54.49	-34 35.96		\$107.88 GATES RUBBER CO	RBR K080834HD
183 1090	WNDSHLD DEICER	CRC INDUSTRIES, INC.	147	3.99	-8 3.67		\$539.49 FRAM GROUP LLC F	PRS_AS242
184 1060	BATTERY CLEANER	CRC INDUSTRIES, INC.	64	4.69	-8 4.31		\$275.84 CRC INDUSTRIES, INC. 0	CRC 05023
185 1080	BATTERY PROTECTOR	CRC INDUSTRIES, INC.	22	5.69	-8 5.23		\$115.06 CRC INDUSTRIES, INC. C	CRC 05046
186 T134	R134A CYLINDER	NATIONAL REFRIGERANTS	30	119.99	-8 79.00		\$2,370.00 NATIONAL REFRIGERAL PVF 134	VF 134
187 3030	R134A CYLINDER	NATIONAL REFRIGERANTS	7	119.99	-8 79.00		\$553.00 NATIONAL REFRIGERAL PVF	VF 134
188 91015	STARTING FLUID	RADIATOR SPECIALTY CO	68	2.99	-8 2.75		\$244.75 RADIATOR SPECIALTY OF	PVF_91015
189 13707	TRLR HITCH-CLASS III	CURT MANUFACTURING LLC	2	184.99	-5 175.74	74 \$351.48	3 CURT MANUFACTURIN TOW	TOW 13707
190 13100	CURT 2 RECEIVER		2	189.99	-5 180.49		\$360.98 CURT MANUFACTURIN TOW	OW_13100
191,22198	BEARING PROTECTORS	CURT MANUFACTURING LLC	19	15.99	-5 15.19		\$288.61 CURT MANUFACTURIN TOW	TOW_22198
192 15903	TRLRHTCH	CURT MANUFACTURING LLC	1	272.99	-5 259.34		\$259.34 CURT MANUFACTURIN TOW 15903	TOW 15903
193 48560	4-BOLT MOUNT DRAWBAR	CURT MANUFACTURING LLC	2	123.99	-5 117.79		\$235.58 CURT MANUFACTURIN TOW	TOW 48560
194 121301	CURT 1-1/4 RECEIVER	CURT MANUFACTURING LLC	1	219.99	-5 208.99		\$208.99 CURT MANUFACTURIN TOW 12130	TOW 121301
195 48200	COMBO PINTLE HOOK	CURT MANUFACTURING LLC	2	66'69	-5 66.49		\$132.98 CURT MANUFACTURIN TOW 48200	OW 48200
196 13368	CURT 2 RECEIVER	CURT MANUFACTURING LLC	1	169.99	-5 161.49		\$161.49 CURT MANUFACTURIN TOW_13368	TOW_13368
197 45650	BALL MOUNT	CURT MANUFACTURING LLC	3	42.99	-5 40.84		\$122.52 CURT MANUFACTURIN TOW	TOW_45001
198 48323	ADJ. PINTLE MOUNT	CURT MANUFACTURING LLC	2	49.99	-5 47.49		\$94.98 CURT MANUFACTURIN TOW	TOW 48323
199 86899	FUEL	BALDWIN HEAVY DUTY FILTERS	3	66.66	-65 35.00		\$105.00 BALDWIN HEAVY DUTYCFI	CFI_86899
200 83886	AIR FILTER - HD	BALDWIN HEAVY DUTY FILTERS	3	105.99	-65 37.10		\$111.30 BALDWIN HEAVY DUTY	CFI_83886
201 96008	FUEL	BALDWIN HEAVY DUTY FILTERS	З	97.99	-65 34.30		\$102.90 BALDWIN HEAVY DUTYC	CFI_96008
202 85729	HYDRAULIC	BALDWIN HEAVY DUTY FILTERS	2	132.99	-65 46.55		\$93.10 BALDWIN HEAVY DUTYC	CFI_85729
203 83148	AIR FILTER - HD	BALDWIN HEAVY DUTY FILTERS	2	126.99	-65 44.45		\$88.90 BALDWIN HEAVY DUTYC	CFI_83148
204 83088	AIR FILTER-HD	BALDWIN HEAVY DUTY FILTERS	2	127.99	-65 44.80		\$89.60 BALDWIN HEAVY DUTY	CFI_83088
205 86231	FUEL	BALDWIN HEAVY DUTY FILTERS	4	55.99	-65 19.60		\$78.40 BALDWIN HEAVY DUTYC	CFI_86231
206 86532	FUEL	BALDWIN HEAVY DUTY FILTERS	6	31.49	-65 11.02		\$66.12 BALDWIN HEAVY DUTYCFI	CFI_86532
207 86615	FUEL FILTER	BALDWIN HEAVY DUTY FILTERS	2	113.99	-65 39.90		\$79.80 BALDWIN HEAVY DUTYCFI	CFI_86615
208 84127	HYD FILTER - HD	BALDWIN HEAVY DUTY FILTERS	1	219.99	-65 77.00		\$77.00 BALDWIN HEAVY DUTYCFI	CFI_84127
209 88433	AIR	BALDWIN HEAVY DUTY FILTERS	4	55.49	-65 19.42		\$77.68 BALDWIN HEAVY DUTYCFI	CFI_88433
210 88870	AIR FILTER-HD	BALDWIN HEAVY DUTY FILTERS	2	104.99	-65 36.75		\$73.50 BALDWIN HEAVY DUTY CFI_88870	CFI_88870
211 88664	AIR	BALDWIN HEAVY DUTY FILTERS	2	86.99	-65 30.45		\$60.90 BALDWIN HEAVY DUTYCFI_88664	CFI_88664
212 87812	AIR	BALDWIN HEAVY DUTY FILTERS	-	173.99	-65 60.90		\$60.90 BALDWIN HEAVY DUTYCFI_87812	CFI_87812

	SED 74 RAI DWIN HEAVY DI ITV	\$54 24 BAI DWIN HEAVY DI ITYCEI						S46.90 RAI DWIN HEAVY DI ITVCEI	\$41.65 RAI DWIN HEAVY DI ITYCEI	\$41.64 BALDWIN HEAVY DUTYCEI	538.85 BALDWIN HEAVY DUTYCFI	538.85 BALDWIN HEAVY DUTYCFI	\$40.60 BALDWIN HEAVY DUTYCEI				l s		\$339 07 WOLO MANI FACT URININ	\$147.12 WOLO MANUFACTURII WIO	\$95.76 ITW - SHA	\$606.97 KIDDE INC	\$285.87 KIDDE INC CPM	\$1,893.83 CRC INDUSTRIES, INC. CRC (\$362.04 CRC INDUSTRIES, INC.	\$183.90 CRC INDUSTRIES, INC.	\$154.35 CRC INDUSTRIES, INC. CRC		\$256.44 FEDERAL MOGUL CORF				S179.95 FEDERAL MOGUL CORRES	\$131.20 FEDERAL MOGUL (BCA BGS	\$98.88 FEDERAL MOGUL (BCA BGS	\$94.32 FEDERAL MOGUL (RCA BGS
-25 12.74												-65 38.85	-65 40.60	-65 18.37		-65 32.90						5	-12 21.99	-8 8.27		-8 18.39	-8 7.35		-25 42.74	1			-25 35.99	-25 26.24		
4 16.99	2 72.49	2 77.49	3 44.49	1 137.99	2 69.49	2 97.99		2 66.99	1 118.99	2 59.49	1 110.99	1 110.99	1 115.99	2 52.49	1 104.99	1 93.99	32 29.99	27 20.79			42 2.59	23 29.99	13 24.99	229 8.99	84 4.69	10 19.99	21 7.99	24 5.69	6 56.99	2 140.99	1 280.99	1 243.99	5 47.99	5 34.99	12 10.99	18 6.99
ITW - SHA	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	BALDWIN HEAVY DUTY FILTERS	FIAMM TECHNOLOGIES, INC.	FIAMM TECHNOLOGIES, INC.	FIAMM TECHNOLOGIES, INC.	FIAMM TECHNOLOGIES, INC.	ITW - SHA	KIDDE INC	KIDDE INC	CRC INDUSTRIES, INC.	CRC INDUSTRIES, INC.	_	_			FEDERAL MOGUL (BCA)	FEDERAL MOGUL (BCA)	FEDERAL MOGUL (BCA)	FEDERAL MOGUL CORP.	FEDERAL MOGUL (BCA)	FEDERAL MOGUL (BCA)	FEDERAL MOGUL (BCA)
CABIN AIR FILTER	AIR	AIR FILTER - HD	AIR	AIR	FUEL FILTER	COOLANT	AIR FILTER-HD	AIR	AIR	FUEL	AIR		FILTER-HD				97DB BACKUP ALARM	FREEWAY BLASTER HIGH HOR FIAMM TECHNOLOGIES, INC	AM80S S 2T LOW HORN		PIPE THREAD TAPE CD	EXT. 2.75 LB 10B C		ER			Я		/ CUP SET			LY	ONE			BEARING
213 90230P	214 88404	215 83149	216 88671	217 87216	218 86960XE	219 89155	220 83108	221 87676	222 87808	223 86934	224 88556	225 85849	226 87608	227 88397	228 87609	229 87586	230 56000	231 72102	232 72012	233 72002	234 40065	235 440161N	236 440160N	237 05103	238 05023	239 05353	240 05018	241 05046	242 HD203	243 513179	244 515097	245,515058	246, HD206	247 594-A	248 A4	249 203-FF

R1561-TV	02	25580	RX30222	3462	3712	1241	570	516	L6-66	EB1	YH145615	BDR YH145698	BDR YH145519	BDR YH145731	BDR YH145262	BDR YH145630	BDR YH145626	8447A	8318A	7795A	8268A	871A	240A	11-317	-318	-006	-008	IN10	010	AT015	094303	ATO20	IN20	AX30	M2BP	
		VBGS 25	RNX R)	scus 16	scus 16	scus 10	SCUS 31570	dRAD M516	dRAD_L6			BDR YF	BDR YF		ERE	ERE	ERE	: ERE 13871A	ERE 11	H	PHI 11-318	PHI 12-006	PHI_12-008	FUS_MIN10	FUS ATO10	FUS AT	FUS 09	FUS_AT	FUS MIN20	FUS MAX30	FUS FHM2BP	1				
\$71.97 FEDERAL MOGUL (BCA BGS	\$74.96 FEDERAL MOGUL (BCA BGS	\$62.96 FEDERAL MOGUL (BCA BGS	\$2,675.26 ITW GLOBAL BRANDS RNX	\$2,124.57 CUSTOM ACCESSORIES CUS 18462	\$140.48 CUSTOM ACCESSORIES CUS 18712	\$119.51 CUSTOM ACCESSORIES CUS 10241	\$66.80 CUSTOM ACCESSORIES	\$2,246.40 RADIATOR SPECIALTY	RADIATOR SPECIALTY		- SHA	\$293.22 ITW - SHA	\$173.91 ITW - SHA	\$147.54 ITW - SHA	\$122.44 ITW - SHA	\$113.34 ITW - SHA	\$78.50 ITW - SHA	\$413.97 MOTORCAR PARTS OF	\$183.99 MOTORCAR PARTS OF	\$167.43 MOTORCAR PARTS OF	\$162.83 MOTORCAR PARTS OF	\$158.23 MOTORCAR PARTS OF	\$147.19 MOTORCAR PARTS OF ERE 11240A	\$618.26 PHILLIPS INDUSTRIES	\$618.26 PHILLIPS INDUSTRIES	\$283.29 PHILLIPS INDUSTRIES	\$251.37 PHILLIPS INDUSTRIES	\$306.90 LITTELFUSE, INC.	LITTELFUSE, INC.	LITTELFUSE, INC.	LITTELFUSE, INC.	\$111.36 LITTELFUSE, INC.	\$107.88 LITTELFUSE, INC.	\$106.02 LITTELFUSE, INC.	\$86.49 LITTELFUSE, INC.	
\$71.97	\$74.96	\$62.96	\$2,675.26	\$2,124.57	\$140.48	\$119.51	\$66.80	\$2,246.40	\$42.42	\$24.78	\$407.52 ITW	\$293.22	\$173.91	\$147.54	\$122.44	\$113.34	\$78.50	\$413.97	\$183.99	\$167.43	\$162.83	\$158.23	\$147.19	\$618.26	\$618.26	\$283.29	\$251.37	\$306.90	\$127.51	\$118.08	\$112.24	\$111.36	\$107.88	\$106.02	\$86.49	0.004
23.99	18.74	15.74	13.79	14.07	4.39	7.03	6.68	3.12	6.06	4.13	67.92	48.87	57.97	73.77	30.61	56.67	39.25	137.99	183.99	167.43	162.83	158.23	147.19	32.54	32.54	3.99	3.99	0.62	0.41	0.48	2.44	0.48	0.62	2.79	2.79	
-25	-25	-25	°0	-12	-12	-12	-12	89	°	8-	-35	-35	-35	-35	-35	-35	-35	ő	œ	89	<u></u>	89	8-	-7	-7	-7	-7	-30	-30	-30	-30	-30	-30	-30	-30	000
31.99	24.99	20.99	14.99	15.99	4.99	7.99	7.59	3.39	6:59	4.49	104.49	75.19	89.19	113.49	47.09	87.19	60.39	149.99	199.99	181.99	176.99	171.99	159.99	34.99	34.99	4.29	4.29	0.89	0.59	0.69	3.49	0.69	0.89	3.99	3.99	00 0
3	4	4	194	151	32	17	10	720	7	9	9	9	e	2	4	2	2	3	+	1	1	1	1	19	19	71	63	495	311	246	46	232	174	38	31	2
	FEDERAL MOGUL (BCA)	FEDERAL MOGUL (BCA)	ITW GLOBAL BRANDS	CUSTOM ACCESSORIES INC	CUSTOM ACCESSORIES INC	CUSTOM ACCESSORIES INC	CUSTOM ACCESSORIES INC	RADIATOR SPECIALTY CO	RADIATOR SPECIALTY CO	RADIATOR SPECIALTY CO	ITW - SHA	ITW - SHA	ITW - SHA	ITW - SHA	ITW - SHA	ITW - SHA	ITW - SHA	MOTORCAR PARTS OF AMERICA, I	PHILLIPS INDUSTRIES	PHILLIPS INDUSTRIES	PHILLIPS INDUSTRIES	PHILLIPS INDUSTRIES	LITTELFUSE, INC.	LITTELFUSE, INC.	LITTELFUSE, INC.	LITTELFUSE, INC.	LITTELFUSE, INC.	LITTELFUSE, INC.	LITTELFUSE, INC.	LITTELFUSE, INC.						
BEARING	BEARING	BEARING	WIPER BLADE-22	SEAT CUSHION BEADED	MALE PLUG	AUXILIARY POWER OUTL	SEAT BELT PAD ULTRASOFT	WW SOLVENT	WHITE LITH GREASE	ENGINE DEGREASER	BRAKE ROTOR	BRAKE ROTOR	BRAKE ROTOR	BRAKE ROTOR	BRAKE ROTOR	BRAKE ROTOR	BRAKE ROTOR	REMAN ALTERNATOR	REMAN ALTERNATOR	ALTERNATOR-RMFD	ALTERNATOR-RMFD	REMAN ALTERNATOR	ALTERNATOR-RMFD			ICE GLADHAND		AUTOMOTIVE FUSE	AUTOMOTIVE FUSE	AUTOMOTIVE FUSE	ATO FUS HLD KIT	AUTOMOTIVE FUSE	AUTOMOTIVE FUSE	AUTOMOTIVE FUSE	IN-LINE FUSE HOLDER	INLINE FLICE HOLDED
251 R1561-TV	252 580	253 25580	254 RX30222	255 18462	256 18712	257 10241	258 31570	259 M516	260 L6-66	261 EB1	262 YH145615	263 YH145698	264 YH145519	265 YH145731	266 YH145262	267 YH145630	268 YH145626	269 8447A	270 8318A	271 7795A	272 8268A	273 13871A	274 11240A	275 11-317	276 11-318	277 12-006	278 12-008	279 MIN10	280 ATO10	281 AT015	282 094303	283 ATO20	284 MIN20	285 MAX30	286 FHM2BP	287 FHA30RP