



KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

CONTRACTOR:
GENUINE PARTS COMPANY
187 S HUDSON

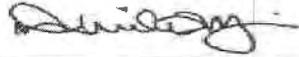
SEATTLE, WA 98134 United States
Fax: (206) 7673486

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

| CONTRACT | | |
|---------------------------------|------------------------|----------------|
| CONTRACT NO. 5411850 | REVISION 13 | PAGE 1 of 1 |
| CREATION DATE 22-FEB-2012 | BUYER PATRICIA REID | |
| DATE OF REVISION 09-DEC-2015 | BUYER PATRICIA REID | |

| CONTRACTOR NO | PAYMENT TERMS | FREIGHT TERMS | FOB | SHIP VIA | CONFIRM TO |
|---------------|---------------|---------------|-------------|----------|---------------------------|
| 1747 | NET30DAYS | Paid | DESTINATION | Best Way | Telephone: (206) 763-2910 |

| DESCRIPTION |
|--|
| <p>Change Order #3 12/14/15</p> <p>This change order is issued to extend the contract through August 9, 2018.</p> |
|  _____ Authorized Signature |



[Requisitions](#) [Orders](#) [Agreements](#) [Suppliers](#)

[Agreements](#) > [Contract Purchase Agreement](#) >

[View Attachment](#)

Attachment Summary Information

Title **Change Order #3**
Description
Category **To Supplier**

Attachment Text

Change Order #3 12/14/15

This change order is issued to extend the contract through August 9, 2018.

[Return to Contract Purchase Agreement 5411850, Rev 13](#)

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Contract Summary

Fleet Vehicle Parts, Statewide (Just-In-Time)

Contract#: 01809 **Replaces:** 06302

This contract is for Just in Time delivery (1 hour) for Fleet Vehicle Parts and batteries for the maintenance and repair of passenger, medium duty and heavy duty trucks, off road construction, transit, agriculture, warehouse and marine vessels.

Off Contract Purchases: Although this contract is intended to meet the needs of those requiring "Just-In-Time" delivery within one hour, it may not always do so effectively. Purchases from non-contract suppliers may be appropriate when current awarded contractor is unable to meet the one hour delivery requirement. State agencies must document their purchase file appropriately, following WPM guidelines, and obtain approval from their agency purchasing department.

Purchases by state agencies not requiring delivery within 1 hour of order may be purchased using delegated authority following Washington Purchasing Manual guidelines. State agencies must document their purchase file appropriately, and obtain approval from their agency purchasing department.

Lead Free Wheel Weights currently available through:

- 1) Napa - Steel wheel weights, same day delivery available in small quantities from company owned stores.
- 2) Carquest - Steel and Zinc wheel weights, 2 day delivery

Current Term Start Date: 08-10-2009 **Award Date:** 07-31-2009

Est. Annual Worth: \$1,236,929

Current Term Ends On: ~~08-09-2018~~ **Final Term Ends On:** 08-09-2018

Commodity Code(s): 110-09 ,110-13 ,110-18 ,110-22 ,110-26 ,110-33 ,110-40 ;110-48 ,110-56

Diversity: 0% WBE 0% MBE

of Bids Received: 6

Contact Info: Master Contracts & Consulting – Steve Hatfield at (360) 407-9276 or steve.hatfield@des.wa.gov

Who can use this contract?

- ✦ Organizations with Master Contract Usage Agreements
- ✦ Oregon Coop Members

Current Documents

Historical Documents

Resources

- ✦ Contract & Amendments

- ✦ Original Solicitation

- ✦ Contract Comments
- ✦ Vendor and Contract Performance Feedback
- ✦ Green Product Listing
- ✦ Best Buy Form

| | | |
|--------------------|--------------|----------------|
| Contractors | OMWBE | Veteran |
|--------------------|--------------|----------------|

| | | | Small Business |
|---|--|---|----------------|
| AUTOZONE STORES INC - w22067 | | N | N |
| GENERAL PARTS - w12291 | | N | N |
| GENUINE PARTS CO. DBA NAPA - w5921 | | N | N |
| PARTS WHOLESALERS INC. - w21255 | | N | N |
| SEATTLE AUTOMOTIVE DISTRIBUTING INC. - w14132 | | N | N |

M=OMWBE Certified Minority Owned W=OMWBE Certified Women Owned MS=Self Identified Minority Owned WS=Self Identified Women Owned

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

 The symbol of a tree indicates that environmentally preferred or friendly products are available. These products may not be available from all vendors on this contract.





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CONTRACTOR:
GENUINE PARTS COMPANY
187 S HUDSON

SEATTLE, WA 98134 United States
Fax: (206) 7673486

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SEATTLE, WA 98104

BILL TO:

KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACT

| | | |
|---------------------------------|------------------------|----------------|
| CONTRACT NO. 5411850 | REVISION 10 | PAGE 1 of 1 |
| CREATION DATE 22-FEB-2012 | BUYER PATRICIA REID | |
| DATE OF REVISION 03-JUL-2014 | BUYER PATRICIA REID | |

| CONTRACTOR NO | PAYMENT TERMS | FREIGHT TERMS | FOB | SHIP VIA | CONFIRM TO |
|---------------|---------------|---------------|------------------------------|----------|---------------------------|
| 1747 | NET30DAYS | Paid | DESTINATION, FREIGHT PAID | Best Way | Telephone: (206) 763-2910 |

DESCRIPTION

Change Order #1 is issued to extend the contract through August 9, 2015.


Authorized Signature

Requisitions | **Orders** | **Agreements** | **Suppliers**

Agreements >

Contract Purchase Agreement 5411850, Rev 10

Actions View Revision History

Go

Header | **Controls**

Operating Unit **KING COUNTY TRANSACTIONS KCO**
 Status **In Process**
 Supplier **GENUINE PARTS COMPANY**
 Supplier Site **HUDSON**
 Supplier Contact
 Communication Method **None**

Buyer **Reid, Patricia L**
 Amount Agreed **75,000.00 USD**
 Amount Released **18797.09**
 Effective From **01-Jan-2012** To **09-Aug-2015**
 Description **Vehicle Parts, Just-In-Time (Hudson) - WA ST 01809**

Terms

Bill-To Location **CNK-ES-0320**
 Payment Terms **NET30DAYS**
 Pay On Receipt **No**
 Amount Limit **75,000.00**

Default Ship-To Location **CNK-ES-0340**
 Ship Via **Best Way**
 Freight Terms **Paid**
 FOB **DESTINATION, FREIGHT PAID**

Details

AutoSource and Create Document **Allow**
AutoSource & Create Documents
 Procurement Number **1173-12;WA ST 01809;UNIV**
 Contract Contact
 Contract Type **Goods and/or Services**
Goods and/or Services
 Procurement Process **Piggyback**
Piggyback
 Final Contract End Date **09-Aug-2015**
 Project Number

Attachments | **Notes**

| Title | Type | Description | Category | Update | Delete | Publish to Catalog |
|--|------------|-------------|----------|--------|--------|--------------------|
| Contract Agreement | Short Text | | To Buyer | | | |
| 5411850 Archive | Short Text | | To Buyer | | | |
| Administrative Change to CPA | Short Text | | To Buyer | | | |

[Return to Agreements](#)

Actions View Revision History

Go



Contract Summary

Printable Version

Fleet Vehicle Parts, Statewide (Just-In-Time)



Contract#: 01809 **Replaces:** 06302

This contract is for Just in Time delivery (1 hour) for Fleet Vehicle Parts and batteries for the maintenance and repair of passenger, medium duty and heavy duty trucks, off road construction, transit, agriculture, warehouse and marine vessels.

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Lead Free Wheel Weights currently available through:

- 1) Napa - Steel wheel weights, same day delivery available in small quantities from company owned stores.
- 2) Carquest - Steel and Zinc wheel weights, 2 day delivery

Current Term Start Date: 08-10-2009 **Award Date:** 07-31-2009

Est. Annual Worth: \$1,855,675

Current Term Ends On: 08-09-2015 **Final Term Ends On:** 08-09-2018 **Commodity Code(s):** 110-09 ,110-13 ,110-18 ,110-22 ,110-26 ,110-33 ,110-40 ,110-48 ,110-56

Diversity: 0% WBE 0% MBE

of Bids Received: 6

Contact Info: Master Contracts & Consulting – Steve Hatfield at (360) 407-9276 or steve.hatfield@des.wa.gov

Who can use this contract?

Washington State agencies
 Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
 Participating Colleges, Universities, Community & Technical Colleges
 Oregon Coop Members

Contract Documents & Resources

Current Contract Information (CCI)
 Solicitation Document - Original

Contract Comments
 Vendor and Contract Performance Feedback
 Best-buy Notification



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SEATTLE, WA 98104

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206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

CONTRACTOR:
GENUINE PARTS COMPANY
8441 S 180TH ST

KENT, WA 98032 United States
Fax: () 6568985

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

| CONTRACT | | |
|---------------------------------|-----------------------|----------------|
| CONTRACT NO. 5411850 | REVISION 4 | PAGE 1 of 1 |
| CREATION DATE 22-FEB-2012 | BUYER RICK DAVISON | |
| DATE OF REVISION 22-JUN-2012 | BUYER RICK DAVISON | |

| CONTRACTOR NO | PAYMENT TERMS | FREIGHT TERMS | FOB | SHIP VIA | CONFIRM TO |
|---------------|------------------|---------------|-------------|----------------|----------------|
| 1747 | 2%10TH/NET30DAYS | Paid | DESTINATION | Seller Chooses | Telephone: () |

DESCRIPTION

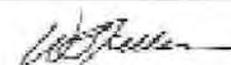
CONTRACT PURCHASE AGREEMENT

Furnish Vehicle Repair Parts, to King County personnel as requested, during the period January 01, 2012 through August 10, 2012, in accordance with WAST Contract# 01809 and Genuine Parts Company, both incorporated by reference as if fully set forth herein.

Individual standard purchase orders with unique purchase order numbers referencing this contract purchase agreement will be issued by King County to authorize the purchase and payment of goods and services.

All invoices must reference individual standard purchase order number to avoid delay in payments.

Estimated Contract Value \$25,000.00


Authorized Signature



- Home
- Purchasing & Contracts
- Doing business with the state
- Construction & Public Works
- Facility & Office Services
- Travel, Cars & Parking
- Visit the Capital
- Surplus

Purchasing & Contracts >> Contracts

Printable Version

Fleet Vehicle Parts, Statewide (Just-In-Time)



Contract#: 01809 **Replaces:** 06302

This contract is for Just in Time delivery (1 hour) for Fleet Vehicle Parts and batteries for the maintenance and repair of passenger, medium duty and heavy duty trucks, off road construction, transit, agriculture, warehouse and marine vessels.

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Lead Free Wheel Weights currently available through:

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- 2) Carquest - Steel and Zinc wheel weights, 2 day delivery

Current Term Start Date: 08-10-2009 **Award Date:** 07-31-2009

Est. Annual Worth: \$2,226,607

Current Term Ends On: 08-09-2014 **Final Term Ends On:** 08-09-2018

Commodity Code(s): 110-09 ,110-13 ,110-18 ,110-22 ,110-26 ,110-33 ,110-40 ,110-48 ,110-56

Diversity: 0% WBE 0% MBE

of Bids Received: 6

Contact Information: Office of State Procurement - Customer Service (360) 902-7400 or csmall@ga.wa.gov

Who can use this contract?

- * Washington State agencies
- * Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- * Participating Colleges, Universities, Community & Technical Colleges
- * Oregon Coop Members

Contract Documents & Resources

- * View Current Contract Information (CCI)
- * Green-recycled product listing
- * Original Solicitation Document
- * Contract Activity
- * Submit Contractor Feedback
- * Best-buy Notification

Contractor(s):

AUTOZONE STORES INC
 CARQUEST AUTO PARTS
 GENUINE PARTS CO. DBA NAPA
 PARTS WHOLESALERS INC.
 SEATTLE AUTOMOTIVE DISTRIBUTING INC.

290 10

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

The symbol of a tree indicates that environmentally preferred or friendly products are available. These products may not be available from all vendors on this contract.

Performance Based Contracting:

Performance-based contracts identify expected deliverables, performance measures or outcomes; and payment is contingent on their successful delivery. Performance-based contracts also use appropriate techniques, which may include but are not limited to, consequences and/or incentives to ensure that agreed upon value to the state is received.



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services
CNK-ES-0340
401 Fifth Avenue, 3rd Floor
Seattle, WA 98104-1818
(206) 263-9400

PURCHASE ORDER

NO. B23207B

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

| | | | |
|---------------------------------|---------------|-----------------------|-------------------------------|
| PURCHASE ORDER DATE 05/02/11 | DELIVERY DATE | BID NUMBER WA01809 | REQUISITION NUMBER F66040F |
|---------------------------------|---------------|-----------------------|-------------------------------|

| | | |
|---|-------------------|--|
| VENDOR NAME AND ADDRESS NAPA/GENUINE PARTS 5201 4TH AVE S SEATTLE WA 98108 | VENDOR NO. 296 | BILL TO OR DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED RICK DAVISON 206-263-9307 VARIOUS K.C. DEPARTMENTS, DIVISIONS & AGENCIES THROUGHOUT KING COUNTY VARIOUS CITIES WA 98000 |
|---|-------------------|--|

| | | | |
|--|----------------------|--------------|----------|
| CONTACT TEL. NO. GREG BALLINGER 206/763-2910 | TERMS NET 30 DAYS | F.O.B. POINT | SHIP VIA |
|--|----------------------|--------------|----------|

| ITEM | QUANTITY | UNIT | DESCRIPTION | DESTINATION | PRICE | AMOUNT |
|------|----------|------|---|-------------|-------|--------|
| | | | <p>TERM PURCHASE AGREEMENT</p> <p>AUTOMOTIVE MAINT. ITEMS</p> <p>TERMS: CHANGE ORDER #1 AUGUST 11, 2011</p> <p>***</p> <p>THIS PURCHASE ORDER B23207B EXPIRES ON DECEMBER 31 2011 AND PURCHASE ORDER NUMBER 519345 IS BEING ISSUED AS A REPLACEMENT/CONTINUATION PURCHASE ORDER WHICH BECOMES EFFECTIVE JANUARY 1, 2011. ALL INVOICES MUST REFLECT THE NEW PURCHASE ORDER NUMBER 519345 WHEN SUBMITTING FOR PAYMENT STARTING JANUARY 1, 2012. ALL TERMS AND CONDITIONS OF THE SOLICITATION AND RESULTANT PURCHASE ORDER BEING REPLACED REMAIN UNCHANGED.</p> <p>***</p> <p>ESTIMATED TOTAL CONTRACT VALUE \$70,000.00</p> | | | |

Add to mine

need to do new CPA off WA ST

Net 30

Verified with NAPA 6125112 FAH 206 767-3486

| LINE | P.O. NO. & SUFFIX | ARMS CODING BLOCK | | | | PROJECT OR WORK AUTH. |
|------|-------------------|-------------------|---------|------|--------|-----------------------|
| | | ORG. UNIT | ACCOUNT | TASK | OPTION | |
| | B23207B | 0000 | 00000 | | | |

BUYER: *Rick Davison* RICK DAVISON
 PURCHASING MANAGER: *W.L. Keller* W.L. KELLER
 NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL.

PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE FURNISHED UPON REQUEST.

PURCHASING

J10-1-H1 (Rev 7/00)



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services
CNK-ES-0340
401 Fifth Avenue, 3rd Floor
Seattle, WA 98104-1818
(206) 263-9400

PURCHASE ORDER

NO. **B23207B**

THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, PACKAGES, ETC.

| | | | |
|---------------------------------|---------------|-----------------------|-------------------------------|
| PURCHASE ORDER DATE 05/02/11 | DELIVERY DATE | BID NUMBER WA01809 | REQUISITION NUMBER F66040F |
|---------------------------------|---------------|-----------------------|-------------------------------|

| | | |
|---|-------------------|--|
| VENDOR NAME AND ADDRESS NAPA/GENUINE PARTS 5201 4TH AVE S SEATTLE WA 98108 | VENDOR NO. 296 | BILL TO IN DUPLICATE "SHIP TO" ADDRESS UNLESS OTHERWISE NOTED RICK DAVISON 206-263-9307 VARIOUS K.C. DEPARTMENTS, DIVISIONS & AGENCIES THROUGHOUT KING COUNTY VARIOUS CITIES WA 98000 |
|---|-------------------|--|

| | | | |
|---|----------------------|-----------------------------|----------|
| CONTACT GREG BALLINGER TEL. NO. 206/763-2910 | TERMS NET 30 DAYS | F.O.B. POINT DESTINATION | SHIP VIA |
|---|----------------------|-----------------------------|----------|

| ITEM | QUANTITY | UNIT | DESCRIPTION | PRICE | AMOUNT |
|------|----------|------|---|-------|--------|
| | | | <p>TERM PURCHASE AGREEMENT</p> <p>AUTOMOTIVE MAINT. ITEMS</p> <p>TERMS: FURNISH JUST-IN-TIME (1HOUR) DELIVERY FOR FLEET VEHICLE PARTS, BATTERIES AS REQUESTED BY AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES, DURING THE PERIOD MAY 05, 2011 THROUGH AUGUST 08, 2012, IN ACCORDANCE WITH WASHINGTON STATE CONTRACT #01809, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>*** ESTIMATED TOTAL CONTRACT VALUE \$70,000.00</p> | | |

519345

| LINE | P.O. NO. & SUFFIX | ARMS CODING BLOCK | | | | | AMOUNT | SUB TOTAL | | | | | | | | | | | |
|------|-------------------|-------------------|---------|------|--------|-----------------------|--------|-----------|---------|-------|--------|-----|--------|----------|------|--|--|--|--|
| | | ORG. UNIT | ACCOUNT | TASK | OPTION | PROJECT OR WORK AUTH. | | W.S.S.T | FREIGHT | TOTAL | P.I.R. | AFF | A.A.W. | M.W.B.W. | | | | | |
| | B23207B | 0000 | 00000 | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | 0810 | 0810 | | | | |

BY RICK DAVISON NO DELIVERIES ACCEPTED UNLESS ACCOMPANIED BY PACKING SLIP OR WAYBILL. PURCHASING MANAGER D. R. LEACH
BY Cathy Roberson

PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE BE FURNISHED UPON REQUEST.

PURCHASING

Shaded Area For Procurement and Contract Services Use Only

Requisition to King County Procurement and Contract Services



King County

Department of Executive Services
Finance and Business Operations Division

Procurement and
Contract Services



No. 66040

| | | | | |
|---|-----------------------------------|--------------------------------|----------------|------------------------|
| Issuing Dept <i>All KC Departments</i> | Ship To <i>Universal #5700</i> | Today's Date <i>5/02/11</i> | Def. Date Rqd. | Buyer <i>RPP</i> |
| Street <i>Divisions + Agencies</i> | | Person to Contact | | Code <i>WAST</i> |
| City/ZIP | | Phone | | Bid No <i>01809</i> |

| Item | Quantity | Unit | Description | Unit Price | Amount |
|------|----------|------|--|------------|--------|
| 1 | | | <i>Fleet Vehicle parts & Batteries</i> | | |
| 2 | | | <i>Just in Time Delivery (1 hour)</i> | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |

ATTACHMENTS

| | | |
|-------|-------|------|
| Orig. | Pink | Gold |
| Green | White | Blue |

INSURANCE

| | | |
|------|-------|------|
| Rqd. | Init. | Date |
|------|-------|------|

M/WBE No. Contacted

| | | |
|-----|-----|-------|
| MBE | WBE | Other |
|-----|-----|-------|

RESPONSE

| | | |
|-----|-----|-------|
| MBE | WBE | Other |
|-----|-----|-------|

PREFERENCE

| | |
|----|------|
| 5% | Cost |
|----|------|

AWARD

| | | |
|-----|-----|-------|
| MBE | WBE | Other |
|-----|-----|-------|

PIR AFF AAW MWBW

| | | | |
|------|-------|------|-------|
| Date | Init. | Date | Init. |
|------|-------|------|-------|

| Item | Org Unit | Account | Task | Option | Project or Work Authorization | Amount | Remarks: |
|------|-------------|-------------|------|--------|-------------------------------|--------|------------------------|
| | <i>0000</i> | <i>0000</i> | | | | | <i>Access #1172-11</i> |

| | |
|--------------|--|
| Sub-Total | |
| Tax Rate | |
| Freight | |
| Total | |

CERTIFICATE: I hereby certify that the items requested above have been provided for in the budget of this department and that the established cost will not exceed the amount budgeted.

X _____ Estimated Cost _____

Authorized Signature

| Item | Vendor(s) | P.O. Number | Terms | Quoted By | Date Issued | Delivery Date | F.O.B. Point | Ship Via |
|------|-----------------------------|---------------|------------|-----------|----------------|---------------|--------------|----------|
| | <i>Genuine Parts / NAPA</i> | <i>B23207</i> | <i>Net</i> | | <i>5/03/11</i> | | | |
| | <i>5201 4th Ave So</i> | | | | | | | |
| | <i>Seattle, WA</i> | | | | | | | |
| | <i>PROCESSED</i> | | | | | | | |
| | <i>MAY 03 2011</i> | | | | | | | |
| | <i>JP</i> | | | | | | | |



About GA | Jobs

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- Purchasing & Contracts
- Doing business with the state
- Construction & Public Works
- Facility & Office Services
- Travel, Cars & Parking
- Visit the Capitol
- Surplus

Purchasing & Contracts >> Contracts Printable Version

Fleet Vehicle Parts, Statewide (Just-In-Time)



Contract#: 01809 **Replaces:** 06302

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Current Term Start Date: 08-10-2009 **Award Date:** 07-31-2009

Est. Annual Worth: \$6,216,323

Current Term Ends On: 08-09-2012 **Final Term Ends On:** 08-09-2018

Commodity Code(s): 110-09 ,110-13 ,110-18 ,110-22 ,110-26 ,110-33 ,110-40 ,110-48 ,110-56

Diversity: 0% WBE 0% MBE

of Bids Received: 6

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- * Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
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Contract Documents & Resources

- * View Current Contract Information (CCI)
- * Original Solicitation Document
- * Contract Activity
- * Submit Contractor Feedback
- * Best-buy Notification

Contractor(s):

AUTOZONE STORES INC
 CARQUEST AUTO PARTS
 GENUINE PARTS CO. DBA NAPA
 PARTS WHOLESALERS INC.
 SEATTLE AUTOMOTIVE DISTRIBUTING INC.

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include but are not limited to, consequences and/or incentives to ensure that agreed upon value to the state is received.

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State of Washington
Current Contract Information

Revised: November 10, 2010

Contract Number: 01809 **Commodity codes:** 2530, 2805, 2910, 2920, 2930, 2940, 3030, 4720
Contract Title: **Fleet Vehicle Parts, Just-in-Time (Includes Batteries)**
Purpose: PARTS PRO (dba) NAPA: Added new dealer CMSAP I.C.C.

Original Award Date: August 10, 2009

Current Contract Period: August 10, 2009 **through:** August 9, 2012

Maximum Contract term: 9 years

Authorized Store locations: "Store locations" not listed individually on the subsequent pages are not authorized contract sources.

Awarded Contractors: **AutoZone Stores** (Statewide Representation) 52 stores, page 8
CarQuest Auto Parts (Statewide. Oregon & Idaho) 57 stores, page 16
Motion Auto Supply (servicing NE Washington) 8 stores, page 27
[REDACTED] (Statewide, Oregon and Idaho) 115 stores, page 32
Seattle Automotive Distributing (Greater Puget Sound) 7 stores, page 44
Contractors' Information is separated into the following sections: Contractor Information, Store Locations, Marketing Page, Price Schedule for locations that will honor the contract and contractor Pricing Schedule (The Price Schedule describes how and basis for the end product price).

Additional Information: Contract Information, page 2
Summary of Contract Changes, page 6
Notes, page 7
Terms & Conditions (condensed), page 52

CONTRACT INFORMATION

Contract type:

The solicitation method used was an "Open Competitive" Process

For use by:

All State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).

State Agencies are to consider this contract to be their first sourcing option consistent with the Scope of Contract described below.

SCOPE OF CONTRACT:

This new contract was the collaborative effort of the Office of State Procurement, Washington Department of Transportation and the Washington Public Fleet Managers Association.

The Scope and Intent of this contract is to provide **Fleet Vehicle Parts Services, including batteries** on a Just-in-Time basis. Contractor services, in part, include: delivery of vehicle parts on a timeline that is mutually agreeable between the contractor and purchaser not to exceed 1 hour and provide technical assistance to help us purchase the "best part for the intended use". The cost for services provided under this contract is included in the cost of the parts.

This contract is framed around the following "Commitments":

Contractor Commitments:

- A. Corporate Commitment: A commitment that the State of Washington has the support of the contractors' management team. The proposer shall make its existing local public agency clients aware of this contract and upon the state or local public agency's request, such agency will be transitioned to the State contract.
- B. Single Point of Contact: The Contractor shall designate a single point of contact for each fleet purchasing location. The contractor will provide purchasers with the name of their designated contact person within the first 45 days as part of the contractors' implementation program.
- C. Cost Reduction Commitment: A commitment to a business relationship that focuses on life cycle cost reduction for both the buyer and seller.
- D. System of Price Verification: The contractor shall offer a pricing method that can be easily verified by the purchaser.
- E. Cores: Where a core is applicable to a product being purchased, the contractor shall: (1) Cost the new item purchased at the state contract price less the core credit. (2) Accounting for cores will be separate transaction, accounting method. Our expectation is the contractor will follow up with the purchaser in the event a core has not been made available, immediately. In the event that the core has not been made available for pickup within 2 weeks, the contractor is authorized to charge purchasers credit card (reverse the credit amount).
- F. Service Expectations 1.24 and Customer Service Teams 1.27: This language is available in the RFP "Original Solicitation Document" available at <https://fortress.wa.gov/ga/apps/ContractSearch/contractsummary.aspx?c=01809>

How to use this contract:

The State has not made a volume or purchase guarantee to contractors. Nor did the State Technical Team endorse, designate a "Best Choice" supplier.

It's the purchasers' responsibility to look at the list of contractors and make a purchase decision that makes the Fleet Organization successful.

The award of this contract was based on scoring of the following topics: Product Availability, Product Quality/Quality Assurance, Service Capability/Technical Assistance, Pricing and Order Placement and Administrative Cost. A State Technical Team representing fleet organization from state agencies and the Washington Public Fleet Mgrs Association independently interviewed and scored applicants.

We've included Contractors' evaluation scores (See "Notes IV Technical Team Scoring Results") resulting from the Evaluation.

Purchasers Responsibilities:

We have a responsibility to the process and the supplier community to articulate why we use one contractor over another. It is our intent to provide you with an Evaluation Score Sheet that will assist you in communicating your purchase decisions.

Ethics

This contract requires a close working relationship between the purchaser and contractor. Parties to this contract are to conduct business in a professional and open manner. Purchasers are not to receive personal benefit from this relationship. Buyers and Sellers: Do not jeopardize your standing with the state, your employer or the confidence and trust placed in you by the taxpayers of the State of Washington. Please read paragraph 1.65 of The Model Contract. This document can be found in the RFP "Original Solicitation Document" at <https://fortress.wa.gov/ga/apps/ContractSearch/contractsummary.aspx?c=01809>.

Products/Services available:

Fleet Vehicle Parts includes parts for the repair and maintenance of passenger, medium duty and heavy duty trucks, off road construction, transit, agriculture, warehouse and marine drive train. Fleet batteries are also available.

Off Contract Purchases:

Although this contract is intended to meet the needs of those requiring "Just-In-Time" delivery within one hour, it may not always do so effectively. Purchases from non-contract suppliers may be appropriate when current awarded contractor is unable to meet the one hour delivery requirement. State agencies must document their purchase file appropriately, following WPM guidelines, and obtain approval from their agency purchasing department.

Purchases by state agencies not requiring delivery within 1 hour of order may be purchased using delegated authority following Washington Purchasing Manual guidelines. State agencies must document their purchase file appropriately, and obtain approval from their agency purchasing department.

OEM Purchases:

Awarded contractors provide some OEM parts. Please check with the awarded contractor to verify availability. If current awarded contractor is unable to meet the one hour delivery requirement for your OEM part, then purchase from non-contract supplier may be appropriate. State agencies must document their purchase file appropriately, following WPM guidelines, and obtain approval from their agency purchasing department.

Contract exclusions:

Mandatory state contracts exist for miscellaneous vehicle maintenance and repair products, therefore customers are directed to those contracts if they require those items (Reference Contract Nos. 09005 – Virgin and Re-refined Lubricants; 02806 – Tire Chains

and Accessories; 00108 - Tires, New, Roadside Tire Service and Tire Related Minor Repair Services

Recovered material:

This contract includes the potential for customers to purchase remanufactured auto parts and receive core exchanges to further sustain environmental initiatives and objectives. Customers are encouraged to consider those items at the point of purchase decision to determine if those items will adequately meet their auto parts needs.

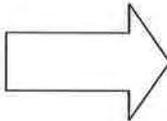
Pricing & Ordering Information:

See "Contractor Information" pages for each contractor.
 Contract pricing will be that net price loaded in Contractors' order entry system. Purchasers are able to validated pricing billed by going to the Contractor website (This feature, if not initially active, is scheduled to be active within 45 days). See "Contractor Information" for instruction on how to access the Contractors' price validation site. Contract Pricing will be allowed to change relative to actual changes in manufacture cost without petition or prior approval by the state. The calculation (method, discount used to arrive at the states net cost) will remain constant unless a change is petitioned and approved by the state.

The contractor may invoice a price lower than the contract price. This would generally be the result of discussion between the Purchaser and contractor in response to purchasers larger purchase volumes or in response to purchasers' local market pricing. Additionally, the contractor will pass on "Special (Mfg or contractors own special pricing)" pricing that is less than contract price.

The Office of State Procurement does not routinely audit contractors pricing. Consistent, with purchasers payment rules, the purchaser needs to validate that the contractors' pricing invoiced is correct.

IMPORTANT



Prior to using this contract, Purchasers need to identify their agency as a state contract user and get their account set up with the State Contract Pricing. This includes getting passwords to access contractor's ON-LINE ordering/pricing site. Please call your "Primary Local Contact" (name is located on the "Contractor Information" page for each vendor).

FOB Point/Cost of Freight

Product delivered through Contractors distribution, is FOB Destination with cost of freight included in the cost of the product (No Charge).
 Check each of Contractors Information page for exceptions.

Method of Payment:

Procurement Card is the standard method of payment, however purchase orders are also accepted.

Estimated Term worth:

\$15,000,000.00/ initial 3 year.

Current participation:

| | | | |
|-------------------|-------------------|---------------------------|----------------------|
| \$0.00 MBE | \$0.00 WBE | \$15 million OTHER | \$0.00 EXEMPT |
| MBE 0% | WBE 0% | OTHER 100% | EXEMPT 0% |

These pages contain key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

| | | | |
|-----------------------|--|--------------------|--|
| Contracts Specialist: | Tim L. Shay | Alternate Contact: | Christine Schoepfer |
| Phone Number: | (360) 902-7431 | Phone Number: | (360) 902-7193 |
| Fax Number: | (360) 586-2426 | Fax Number: | (360) 586-2426 |
| Email: | tshay@ga.wa.gov | Email: | cschoepf@ga.wa.gov |

Acknowledgements: The following is a list of the State Technical Team members. We could not have completed this project without their and others dedication and participation:

| | |
|--|--|
| Mr. Tom Jones, Washington Dept. of Transportation | Mr. Dennis Shelton, Dept. of Social & Health Services |
| Mr. Jon Williams, Cowlitz County | Ms. Marian Honeysuckle, King County |
| Mr. Scott Moses, Senior Buyer, City of Bellingham | Mr. Ron Kahler, University of Washington |
| Mr. Ray Risch, Washington State Patrol | Mr. Dale Bren, Dept. of Social & Health Services |

SUMMARY OF CONTRACT CHANGES

| Date | Contract Changes/updates |
|-------------|--|
| 11/10/10 | PARTS PRO (dba) NAPA: Added new dealer CMSAP LCC |
| 10/21/10 | AUTOZONE: Updated contract contact representative information. |
| 09/15/10 | CARQUEST: Added Murray Motors Inc. in Port Angeles as an authorized dealer. |
| 05/21/10 | NAPA: Added Clark County Auto and Truck Supply in Battle Ground, WA as an authorized dealer. Camas Auto and Truck changed business name to Clark County Auto and Truck Supply Inc. |
| 03/01/10 | Administrative Change: Updated Contract Specialist information |
| 11/24/09 | NAPA - 1 Additional Store Location added: Sunshine Family Auto Parts, Covington. |
| 11/5/09 | NAPA - 2 Additional Store Locations added: Parts City Auto Supply, Royal City; Mattawa Auto Parts, Mattawa. |
| 10/23/09 | Clarification of Just-In-Time, delivery within 1 hour. Purchases by state agencies not requiring delivery within 1 hour of order may be purchased using delegated authority following Washington Purchasing Manual guidelines. State agencies must document their purchase file appropriately, and obtain approval from their agency purchasing department. |
| 10/14/09 | NAPA-1 Additional Store Location added: Gary's Automotive Service, Friday Harbor. |
| 9/17/09 | NAPA-2 additional Store Locations added: Snohomish Auto Parts, Snohomish, Sumas Auto Parts, Sumas. |
| 9/10/09 | NAPA-19 Additional Store Locations added: Colfax Auto Parts, Colfax; Monroe Parts House, Monroe; Pullman Auto Parts, Pullman; Stilly Auto Parts, Arlington; Colville Auto Parts, Colville; Napa Auto Parts, Selah & Yakima; Mountain Auto, Cle Elum; Stilly Auto Parts, Starwood; Clearwater NAPA, Kennewick; Everett Auto, Everett; Workland Auto, two locations in Wenatchee; Taylor Auto, Portland. |
| 8/19/2009 | NAPA-32 Additional Store Locations added: Lynnwood Auto Parts, Lynnwood WA; Race St. Auto Parts, Port Angeles WA; Westbay Napa Auto Parts, Port Orchard WA, Bremerton, WA, Silverdale WA, Poulsbo WA, Gig Harbor WA, Port Townsend WA, Belfair WA and Kingston WA; Woodinville Auto Parts, Woodinville WA; Bellingham Auto Parts, Bellingham WA; Omak Auto Parts, Omak WA; Standard Parts Corporation, Lakewood WA, Fife WA, Tacoma WA and Yelm WA; Service Auto Parts, Vancouver WA; The Parts Store, Burlington WA and Everett WA; Heinrich Auto Supply, Ellensburg WA; LaConner Auto and Marine, LaConner WA; Cascade Auto Parts, Leavenworth WA; Marysville Auto Parts, Marysville WA; Ray's Auto Parts, Mount Vernon WA; Hamilton Farm Equipment Center, Okanogan WA; Mt. Adams Auto Parts, Toppenish WA. |
| 8/13/2009 | <ol style="list-style-type: none"> 1) Off Contract Purchase: Although this contract is intended to meet the needs of those requiring "Just-In-Time" delivery within one hour, it may not always do so effectively. Purchases from non-contract suppliers may be appropriate when current awarded contractor is unable to meet the one hour delivery requirement. State agencies must document their purchase file appropriately, following WPM guidelines, and obtain approval from their agency purchasing department. 2) Original Equipment Manufacturer Parts (OEM): Awarded contractors provide some OEM parts. Please check with the awarded contractor to verify availability. If current awarded contractor is unable to meet the one hour delivery requirement for your OEM part, then purchase from non-contract supplier may be appropriate. State agencies must document their purchase file appropriately, following WPM guidelines, and obtain approval from their agency purchasing department. 3) Method of Payment: Procurement Card is the standard method of payment, however purchase orders are also accepted. 4) NAPA-13 Additional Store Locations added: Coburn Auto, Chehalis; Coburn Auto, Centralia; Coburn Auto, Montesano; Bonney Lake Napa, Bonney Lake; NAPA of Walla Walla, Walla Walla; Redmond Parts, Redmond; Valley Auto, Sedro Woolley; Twisp Auto, Twisp; Gosney Motor, Auburn; Rio Auto, Brewster; Pasco Auto, Pasco; Issaquah Parts, Issaquah; Chelan Auto, Chelan. |
| 08/12/2009 | NAPA added 4 store locations through Authorized Dealer Agreements. Store locations: Foothills Auto in Enumclaw, Sunset Auto in Hillsboro, Camas Auto in Camas and APAN NAPA Auto & Truck in Longview. |
| 08/10/2009 | <ol style="list-style-type: none"> 1. NAPA: Added 24 additional store locations through Authorized Dealer Agreements. Updates to the "Contractor Information" per the "Primary Local Contact". 2. Seattle Automotive: Updates to the "Contractor Information" per the "Primary Local Contact". 3. Auto Zone: Updates to the "Contractor Information" per the "Primary Local Contact". 4. CarQuest: Updates to the "Contractor Information" per the "Primary Local Contact". |

Contract 01809

| | |
|------------|----------------|
| 08/10/2009 | Contract Award |
|------------|----------------|

NOTES

- I. State Agencies: State Agencies are to consider this contract to be their first option for Fleet Vehicle Parts required within 60 minutes. Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- II. Only authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by OSP and DAS may purchase from this contract. It is the contractor’s responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet <https://fortress.wa.gov/ga/apps/coop/Default.aspx> , and a list of the Oregon members is available at <http://www.oregon.gov/DAS/SSD/SPO/docs/orcpp-member-list.pdf> contractors shall not process state contract orders from unauthorized users.
- III. Contract Terms: This Document includes by reference all terms and conditions published in the original RFP, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by OSP (as Amended).
- IV. Technical Team Scoring Results:

Technical Team Scoring Results

| Proposer | Product Availability 20pts | Product Quality & Quality Assurance 15 pts | Service Capability & Technical Assistance 20 pts | Pricing Offer | | Administration: Order Placement & Invoicing 15pts | Total Pts Awarded |
|---------------------------------|----------------------------|--|--|--|---|---|-------------------|
| | | | | Price Competitiveness Evaluation 20pts | Method of Updating & Price Verification 10pts | | |
| Motion Auto Parts | 14 | 14 | 18 | 18.75 | 8 | 9 | 81.75 |
| AutoZone | 13 | 10 | 15 | 16.62 | 10 | 15 | 79.62 |
| NAPA | 16 | 13 | 16 | 17.31 | 5 | 11 | 78.31 |
| Seattle Automotive Distributing | 9 | 12 | 16 | 20 | 8 | 7 | 72 |
| CarQuest | 17 | 13 | 15 | 0*1 | 8 | 11 | 64 |

Yellow=best score/ Orange=second best score

Notes:

*1 Some items offered did not represent “Best” quality

CONTRACTOR INFORMATION

CONTRACTORS NAME: **AutoZone Stores, Inc**

Address: 22910 SW Saunders Dr.
Sherwood, OR 97140

Contractor "Contract Program Manager": George H. Verkamp

Primary Local Contact: Cindy Senopole
Phone: 586-453-4364 (Cell)
Fax: 901-495-8300
Email: Cindy.Senopole@AutoZone.com

Alternate Contact: Rob Durkin
710 S 348th Street, Suite C
Federal Way, WA 98003
Phone: 253-815-1254
Fax: 253-815-0766
Email: rob.durkin@AutoZone.com

ORDERING INFORMATION:

Federal ID No.: 62-1611058 **Supplier No.:**

List of Store Locations: See authorized "[Store Locations](#)"

Point of Contact: Account Set up is required with the awarded contractor you wish to utilize prior to placement of your first order or to utilize their on-line ordering pricing site. Please call or email "[Primary Local Contact](#)" listed above to establish accounts/user name/passwords.

Store Contacts available on the "Store Location" page.

FOB/Shipping Costs: Product delivered through Contractors distribution, is FOB Destination with cost of freight included in the cost of the product (No Charge).

Cost of freight when product is delivered from locations other than AutoZone store? Product delivered through Contractors distribution, is FOB Destination with cost of freight included in the cost of the product (No Charge).

Geographic area which the contractor will deliver within 1 hour
0-3 miles from AutoZone location is 30 minutes or less
3-5 miles from AutoZone location is 45 minutes or less
5-7 miles from AutoZone location is 1 hr or less
See "Store Locations" for area served

Billing address: AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368

Payment address AutoZone, Inc.
PO Box 116067
Atlanta, GA 30368

Hours of Business: 8:00AM-5:00PM Monday-Saturday and in select locations, 9:00AM-5:00PM on Sundays

After hours product availability: Yes

Will Call Availability & Procedure? Yes

PRICING INFORMATION:

Contract Pricing: Contact your authorized Store or www.AutoZonepro.com/wa. Please call or email “Primary Local Contact” listed above to establish accounts/user name/passwords. Pricing will be calculated utilizing the “Tier 4 formula of Lowest-Zone less an additional 20%”. Purchasers can review/verify account level pricing using three available resources:

- 1) www.AutoZonepro.com/wa ,
- 2) the AutoZone Commercial Order Management System (store level invoicing)
- 3) SKU level “Best Zone” file available upon request, updated quarterly.

Price List Maintenance: Contractor manages price list based on “Tier 4 formula of Lowest-Zone less an additional 20%” & updates price list quarterly.

Payment Terms: Net 30 days

Order Input Method: After orders are placed via www.AutoZonepro.com/wa, Phone, or Fax, parts would be delivered to shop facilities via AutoZone delivery trucks. AutoZone will work with State facilities outside of a 7 mile radius to determine acceptable delivery times. “Unique” or “Special Order Parts” will be shipped to the shop location through the AutoZone existing supply chain; or, directly from the vendor, based upon the method that provides the quickest delivery. AutoZone will provide estimated arrival times for all of these orders in order to assist in the most efficient application of fleet management. Heavy Duty parts will be transferred daily from AutoZone’s local partners (Mon – Fri). Next day stock orders will replenish onsite inventories. AutoZone is committed to the timely delivery of all parts and products based upon the needs defined by the State.

AutoZone has over 50 safety stock algorithms/replenishment formulas based on specific demand patterns and variability for items and categories of items. AutoZone tracks sales for every item, by day, in every facility against onsite and offsite parts usage, allowing daily forecasts and improved ability to react to changes in demand or trends in every market. AutoZone considers both location order cycle and lead-time on delivery from the distribution center when

determining each item's stock level. This process is called order-up-to-level (OTL). AutoZone commercial store managers can make changes to their replenishment orders to increase inventories for upcoming seasons and in anticipation of changing demand requirements. The AutoZone replenishment system also captures delayed product deployment if stock-outs occur. This prevents the forecast from dropping off because of stock-outs. If a stock out occurs because of significantly increased parts usage, this "lost sale" logic will cause the forecast to increase. Finally, the AutoZone replenishment systems account for seasonality and will increase location and Distribution Center inventory levels on seasonal items before the start of the season.

The typical AutoZone location maintains an onsite inventory of \$750,000 in parts. Within a 45-mile radius of State of Washington's service center, AutoZone has approximately \$24,000,000 in automobile and light duty truck parts. Furthermore, there is additional inventory on heavy-duty parts, at AutoZone's local partners. Vendor Direct Parts (VDP; specialty parts being shipped directly from the vendor) are shipped via overnight carrier whenever possible unless the size, dimensions, or weight of the product makes these shipments economically unfeasible. The AutoZone delivery commitment applies to normal working hours (in this case, to cover working shifts at the State facilities). After hour deliveries will be made in the most expedient manner based upon the location of the part being delivered and the local delivery conditions occurring in the general in-market area. After hour deliveries are targeted to be made no less than one hour after AutoZone has acquired physical possession of the part at an in-market location.

Where is the Pricing available for viewing?

www.AutoZonepro.com/wa Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

Pricing is calculated utilizing the "Tier 4 formula of Lowest-Zone less an additional 20%" and is provided to public sector customers on a quarterly basis once pricing changes have been approved and are ready for implementation. Pricing updates are provided on a Gold CDROM and marked as "confidential" pursuant to the local contract between AutoZone and the agency. On-line pricing review and audit access is provided to all agencies in order to support contract compliance and pricing analysis reviews. The entire lowest zone pricing file is available through the on-line pricing access provided to the agency.

How will contractor ensure contract pricing?

The "Tier 4 formula of Lowest-Zone less an additional 20%" price list is controlled by AutoZone and administered through the AutoZone Public Sector Sales Division. Pricing administration is provided through the dedicated national accounts support group within the AutoZone Public Sector Sales Division. To ensure the integrity and consistency of Washington State pricing, AutoZone's order management system (store level) and web-site (www.autozonepro.com) audits are performed on a continual basis and during each quarterly pricing review by AutoZone's Public Sector Sales Division

The entire "Tier 4 formula of Lowest-Zone less an additional 20%" price list is provided to public sector customers on a quarterly basis once pricing changes have been approved and are ready for implementation. Pricing updates are provided on

a Gold CDROM and marked as "confidential" pursuant to the local contract between AutoZone and the agency. On-line pricing review and audit access is provided to all agencies in order to support contract compliance and pricing analysis reviews. The entire lowest zone pricing file is available through the on-line pricing access provided to the agency

Minimum Dollar order: None

On-Line Order Processing? Yes, at www.AutoZonepro.com/wa

Credit card acceptance: VISA, DISCOVER, MASTERCARD, AMEX

THIS CONTRACTOR AGREES TO SELL TO:

Washington Political Subdivisions: Yes

Non-Profits: Yes,

Oregon Political Subdivisions: Yes

Public Transit Agencies: Yes, but will not accept FTA clauses

OTHER INFORMATION:

Defective Product: Once a product has been identified as defective by the customer, AutoZone will provide a replacement product through the free delivery process based upon the terms of our contract and the RFP offer for all contract "stocked" items. AutoZone will pick-up the defective product during the new delivery process. In most cases the product will be exchanged on a same day/delivery invoice that credits the return and provides a new billing (for warranty purposes) for the replacement product. If a core for the existing and/or new product is part of the process, AutoZone will clear the core invoice charges/credits within 72 business hours in order to bring the entire transaction to a net zero financial impact.

AutoZone deploys the same defective/return process for all contract "non-stock" items where AutoZone has a prearranged defective return process established with the product provider based upon the channel of acquisition. If the defective product was acquired from a product provider where a pre-arranged defective/return process has not been established, AutoZone will work with the existing return and exchange process (as established by the product provider) in order to deliver a new product to the agency customer. In certain cases where time is of the essence and critical to the needs of the agency, AutoZone will acquire a new product in order to provide an exchange for the defective product while working through the return process with the product provider.

**Value Added Features
at no charge:**

Store Locations **Autozone** Area Served: State-wide

| STORE # | Address | City | County | ST | Zip | Store Phone | Store Hours | MANAGER |
|---------|--------------------|--------------|-----------|----|------------|----------------|---|------------------|
| 3373 | 7715 204TH ST NE | ARLINGTON | SNOHOMISH | WA | 98223-5095 | (360) 435-8113 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JOE SPITZER |
| 1168 | 21513 SR 410 E. | BONNEY LAKE | PIERCE | WA | 98390-0000 | (253) 862-3127 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | TRAVIS CLARK |
| 1681 | 2008 6TH ST | BREMERTON | KITSAP | WA | 98337-1034 | (360) 373-5032 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | RACHEL VAN KIRK |
| 1688 | 1588 NE FUSON RD | BREMERTON | KITSAP | WA | 98311-3770 | (360) 377-7380 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JAMES MOORE |
| 1173 | 120 SW 148TH ST | BURIEN | KING | WA | 98166-1924 | (206) 241-4560 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | LENA COWLING |
| 3822 | 503 SOUTH MAIN ST | DEER PARK | SPOKANE | WA | 99006-8234 | (509) 262-0215 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | SHEILA POGUE |
| 3723 | 413 MERIDIAN AVE E | EDGEWOOD | PIERCE | WA | 98371-1003 | (253) 568-0381 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | UNASSIGNED |
| 3728 | 502 SOUTH MAIN ST | ELLENSBURG | KITTITAS | WA | 98926-3629 | (509) 933-3003 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | ROBERT UCENY |
| 3729 | 789 BASIN STREETSW | EPHRATA | GRANT | WA | 98823-1866 | (509) 754-0144 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | ISRAEL MOLINA |
| 1686 | 6500 EVERGREENA101 | EVERETT | SNOHOMISH | WA | 98203-4564 | (425) 710-7401 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | MICHAEL PHILLIPS |
| 3382 | 1617 BROADWAY AVE | EVERETT | SNOHOMISH | WA | 98201-1723 | (425) 317-9751 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | BRANDI NEASON |
| 1166 | 33510 21ST AVE SW | FEDERAL WAY | KING | WA | 98023-2874 | (253) 838-0994 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | KAREN RAMEY |
| 1684 | 27300 PACIFIC HW S | FEDERAL WAY | KING | WA | 98003-0000 | (253) 529-2585 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | WALTER STAPLEY |
| 3376 | 1220 W 4TH AVE | KENNEWICK | BENTON | WA | 99336-0000 | (509) 585-3896 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | MICHAEL WHINERY |
| 3727 | 4911 W CLEARWATER | KENNEWICK | BENTON | WA | 99336-1913 | (509) 783-0130 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | IVON BAILEY |
| 1163 | 4840 YELM HWY SE | LACEY | THURSTON | WA | 98503-0000 | (360) 455-0040 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | TRACY GROVES |
| 1183 | 6310 PACIFIC AVE | LACEY | THURSTON | WA | 98503-1355 | (360) 438-9526 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | DEBRA STENGLINE |
| 3725 | 511 91ST AVE NE | LAKE STEVENS | SNOHOMISH | WA | 98258-0000 | (425) 335-3259 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JOSE PEREZ |
| 3721 | 16809 HWY 99 STE F | LYNNWOOD | SNOHOMISH | WA | 98037-3103 | (425) 742-0475 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JIM BOUSMAN |
| 4107 | 20321 HWY 99 | LYNWOOD | SNOHOMISH | WA | 00009-8036 | 425-778-2065 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | RAYMOND GUNTER |
| 1181 | 1090 STATE ST | MARYSVILLE | SNOHOMISH | WA | 98270-0000 | (360) 657-2730 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | ROBERT SCHEURLE |
| 3732 | 632 S PIONEER WAY | MOSES LAKE | GRANT | WA | 98837-0000 | (509) 764-4527 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | LOUIS TALBOT |
| 1172 | 720 E COLLEGE WAY | MT VERNON | SKAGIT | WA | 98273-5561 | (360) 416-0137 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | PAUL CALDWELL |
| 3385 | 31820 HWY 20 | OAK HARBOR | ISLAND | WA | 98277-5208 | (360) 240-0258 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | MICHAEL HANSEN |

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| | | | | | | | | |
|------|------------------------|------------------|-------------|----|------------|----------------|---|--------------------|
| 1175 | 2315 HARRISON AVE | OLYMPIA | THURSTON | WA | 98502-4542 | (360) 754-7007 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | TREVOR LIVINGSTON |
| 3374 | 1880 E MAIN | OTHELLO | ADAMS | WA | 99344-1578 | (509) 488-0103 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | RODRIGO GARZA |
| 871 | 2220 WEST COURT ST | PASCO | FRANKLIN | WA | 99301-3937 | (509) 547-9615 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | MITCH SHAFFER |
| 1167 | 1414 LUND AVE | PORT ORCHARD | KITSAP | WA | 98366-0000 | (360) 876-1166 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | MICHAEL PROPHET |
| 1174 | 1129 BENNETT AVE | PROSSER | BENTON | WA | 99350-1373 | (509) 786-0042 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | STEVE TREVINO |
| 1171 | 14123 MERIDIAN E | PUYALLUP | PIERCE | WA | 98373-5616 | (253) 445-3163 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JASON JENSEN |
| 3722 | 404 F ST SW | QUINCY | GRANT | WA | 98848-1364 | (509) 787-9809 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JOSHUA HUDGENS |
| 1683 | 17625 140TH AVE SE | RENTON | KING | WA | 98058-0000 | (425) 204-0712 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | TY MEIER |
| 3733 | 1701 GEORGE WASHINGTON | RICHLAND | BENTON | WA | 00009-9354 | 509-946-6372 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | MICHAEL RUSHMAN II |
| 1690 | 10002 16TH AVE SW | SEATTLE | KING | WA | 98146-3730 | (206) 763-4229 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | ED STUHLMAN |
| 4102 | 9471 RAINIER AVE S | SEATTLE | KING | WA | 98118-5515 | (206) 721-0381 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | ZAGARI MOORE |
| 3720 | 495 N. WENAS RD. | SELAH | YAKIMA | WA | 00009-8942 | (509) 698-4600 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | PABLO HERNANDEZ |
| 1685 | 127 173RD ST. SOUT | SPANAWAY | PIERCE | WA | 98387-0000 | (253) 548-1026 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | ROBERT BURKEVICS |
| 3383 | 2526 N DIVISION | SPOKANE | SPOKANE | WA | 99207-2126 | (509) 325-4975 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | RANDY GLENN |
| 3730 | 13911 E SPRAGUE AV | SPOKANE VALLEY | SPOKANE | WA | 99216-2135 | (509) 228-0318 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JOHN CUMMINGS |
| 3380 | 1800 YAKIMA VALLEY | SUNNYSIDE | YAKIMA | WA | 98944-1261 | (509) 836-0005 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JAMES KARI |
| 1184 | 7001 PACIFIC AVE | TACOMA | PIERCE | WA | 98408-7220 | (253) 472-4090 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | KEN CHILDRESS |
| 3375 | 3801 6TH AVE | TACOMA | PIERCE | WA | 98406-4903 | (253) 752-5023 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | CATHY CRAWFORD |
| 1170 | 8308 BERKELEY AVE | TILlicUM | PIERCE | WA | 98498-2007 | (253) 581-3411 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | RICHARD CAMERON |
| 3726 | 402 S. ELM STREET | TOPPENISH | YAKIMA | WA | 98948-1681 | (509) 865-1012 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | FRANCIS NUNEZ |
| 1154 | 849 TROSPER RD | TUMWATER | THURSTON | WA | 98512-0000 | (360) 534-0440 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | KATRINA KIMBALL |
| 1164 | 2620 BRIDGEPORTWAY | UNIVERSITY PLACE | PIERCE | WA | 98466-4720 | (253) 564-0391 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | LISA HUMBERG |
| 1169 | 11606 NE 66TH ST | VANCOUVER | CLARK | WA | 98662-0000 | (360) 882-5182 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JOE SMITH |
| 1687 | 629 S 9TH AVENUE | WALLA WALLA | WALLA WALLA | WA | 99362-3903 | (509) 522-9876 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | EDI PRECIADO |
| 2215 | 1035 SPRINGWATER R | WENATCHEE | CHELAN | WA | 98801-1545 | (509) 662-7967 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | JACOB NORTON |
| 3379 | 1522 S FIRST | YAKIMA | YAKIMA | WA | 98901-3544 | (509) 469-2534 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | ALEX LARA |
| 3384 | 3722 W NOB HILL BL | YAKIMA | YAKIMA | WA | 98902-4737 | (509) 972-3791 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | RAY PENNA |
| 3731 | 1208 YELM AVE E | YELM | THURSTON | WA | 98597-0000 | (360) 458-2880 | 8:00AM - 9:00PM M-S, 9:00AM - 7:00PM S | BOBBY FRYE |

PRICE SCHEDULE
AUTOZONE

Pricing will be calculated utilizing the Tier 4 formula of Lowest-Zone less an additional 20%. Purchasers can review/verify account level pricing using three available resources:

- 1) WWW.AUTOZONEPRO.COM/WA
- 2) THE AUTOZONE Commercial Order Management System (store level invoicing)
- 3) SKU level "Best Zone" file (available upon request, updated quarterly).

MARKETING PAGE – AutoZone



Welcome State of Washington!

On behalf of more than 450 AutoZone associates state-wide, we are pleased to partner with the State of Washington, its State agencies, and local government in an effort to reduce the overall costs of fleet maintenance.

AutoZone is the largest automotive parts, services and accessories provider in the United States. AutoZone provides more than 800,000 products in over 70 distinct categories. AutoZone has over 4,000 company-owned locations selling to wholesale and public sector customers through its commercial division. AutoZone's commercial division is dedicated to the sole support of commercial, fleet, wholesale and public sector customers. AutoZone commercial specialists and delivery personnel work behind the scenes in AutoZone locations in order to provide dedicated support to public sector customers. AutoZone has 53 locations in Washington with more than 450 in-state employees.

Contract Benefits Include:

- Online access to State of Washington contract pricing to all participants
- Dedicated State of Washington welcome page at www.AutoZonepro.com/wa
- Access to all of AutoZone's OEM equivalents, replacement, remanufactured and rebuilt products
- Expedited delivery on contract stocked items from AutoZone delivery locations
 - 0-3 miles from AutoZone location = 30 minutes or less
 - 3-5 miles from AutoZone location = 45 minutes or less
 - 5-7 miles from AutoZone location = 1 hour or less

Contract users will also enjoy:

- Good, Better, Best product availability
- AutoZone's lowest government price guarantee and "best price logic"
- On-site stock room support and flexible store stocking to match fleet profile
- Dedicated, industry leading, sales, service, and product specialists
- On-line access to account activity including access to duplicate delivery invoices.
- AutoZone's core deferred (no core charges) program – We track cores for you!
- Annual business reviews conducted by public sector national account managers designed to promote on-going cost savings identification

The State of Washington contract is available to all quasi-state agencies, counties, municipalities, school districts, county colleges and state colleges.

For account set-up, on-site assessment or more information contact "Primary Local Contact".

CONTRACTOR INFORMATION

CONTRACTOR NAME: **CARQUEST AUTO PARTS**
(GENERAL PARTS DISTRIBUTION)

Address: 2635 E. MILLBROOK RD.
RALEIGH, NC 27604

Contractor "Contract Program Manager": Laura Payne (contact information see alt contact below)

Primary Local Contact: Doug Morgan
Phone: 425-418-6993
Fax: 425-251-0798
Email: Doug.morgan@gpi.com
Alternate Contact: Laura Payne
Phone: 919-573-3004
Fax: 919-573-3535
Email: lapayne@gpi.com

ORDERING INFORMATION:

Federal ID No.: 56-066-3185 **Supplier No.:**

List of Store Locations: See authorized "[Store Locations](#)"

Point of Contact: Account Set up is required with the awarded contractor you wish to utilize prior to placement of your first order or to utilize their on-line ordering pricing site. Exception, if you held an account with CarQuest as they were on the previous contract. Please call or email "[Primary Local Contact](#)" listed above to establish accounts/user name/passwords.

Store Contacts available on the "Store Location" page.

FOB/Shipping Costs: Product delivered through Contractors distribution, is FOB Destination with cost of freight included in the cost of the product (No Charge). We offer delivery of parts from our HUB stores, Super Stores, Sister Stores, and Distribution Centers at no additional cost, as long as these deliveries can be done in a reasonable amount of time. The cost of these products would be identical to the prices offered under our proposed pricing schedule.

Cost of freight when product is delivered from locations other than CarQuest store? The parts from our Vendors that have to be shipped in direct will be billed at the same prices as our Just-In-Time parts and additional shipping charges will be added on a pass thru basis.

Geographic area which the contractor will deliver within 1 hour

See "Store Locations" for area served. Average deliveries in a 7 mile radius of the store are serviced in a 1 hour time period. We make on average 95 % of our deliveries within the 1 hour time frame. Impediments to delivering in a 1 hour time frame can include traffic etc., road construction, and if we have the product in stock, or have to go to another source to get it.

Billing address:

Billing will be from servicing CarQuest store. They will invoice upon shipment

Payment address

Payment to be sent to the CarQuest store that sold product(s) to the agency

Hours of Business:

Our standard hours of operation are Mon- Friday 7:30 am – 6:00pm. Saturday, 8:00 am – 5:00pm and several locations open on Sundays, from 8:00 am – 6:00 pm, or, as needed. After hours and emergency requests are set up at all locations with individual shop locations and requirements. 24 hour availability is also available when needed.

After hours product availability:

Yes, Contact your nearest CarQuest store

Will Call Availability & Procedure?

Products ordered are available for Will Call as soon as the orders are received, and the product is in stock. Products that have to be sourced are available for will Call as soon as the stores received this product.

PRICING INFORMATION:

Contract Pricing

Authorized Store location or [http://weblink.CarQuest.com/Weblink 2 0/login.jsp](http://weblink.CarQuest.com/Weblink_2_0/login.jsp)

Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

The core of CARQUEST's business has been the commercial customer since the inception of the company some 35 years ago. This core includes traditional repair facilities, regional and national chains, farm and fleet, collision repair, as well as municipal agencies and political subdivisions in all fifty states. As such, we have developed basic pricing schedules for each unique business model. The appropriate base schedule is then tailored for a specific account based upon local market conditions, anticipated volume and product needs. Proposed pricing for the State of Washington is based upon our most aggressive schedule used for our largest volume accounts, with additional discounts offered for those categories as indicated in the bid Price Comparison Sheets. The pricing offered is the same as or lower than similar-sized corporate or municipal entities. Relative to CARQUEST retail price levels, the State's proposed pricing is approximately 25% lower on application-specific product.

Price List Maintenance:

Pricing for all customers is centrally maintained at our Corporate office. In the event of a supplier price change, price levels may be adjusted to reflect increases or decreases. Proper notice from our suppliers is required prior to such changes, and we will make appropriate changes to customer prices where necessary, also with appropriate prior notice to the customer. We can therefore provide consistent pricing to all accounts associated with the State of Washington and assure that the pricing will be maintained as specified in the contract. All company stores will have the ability to generate price lists for State accounts upon request. State accounts will be able to purchase from all CARQUEST company stores at the pricing as specified in the contract.

Payment Terms:

Net 30 days

Order Input Method:

Authorized Store location or

http://weblink.CarQuest.com/Weblink_2_0/login.jsp

Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords. See Contractor Marketing Page for additional information.

Where is the Pricing available for viewing?

Authorize Store Location or

http://weblink.CarQuest.com/Weblink_2_0/login.jsp

Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords. See Contractor Marketing Page for additional information.

How will contractor ensure contract pricing?

Price Schedule is loaded and tied to the account number(s) insuring consistency of pricing.

Minimum Dollar order:

None

On-Line Order Processing?

Yes, at http://weblink.CarQuest.com/Weblink_2_0/login.jsp

Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords. See Contractor Marketing Page for additional information.

Credit card acceptance:

MC, VISA, DISCOVER, American Express

THIS CONTRACTOR AGREES TO SELL TO:

Washington Political Subdivisions: Yes

Non-Profits: Yes,

Oregon Political Subdivisions: Yes

Public Transit Agencies: Yes, but will not accept FTA clauses

OTHER INFORMATION:

Defective Product:

Defective products are handled on a daily basis. They are picked up by our Delivery or Sales Teammates, and our policy is that the credits are issued the same day.

Value Added Features at no charge:

Store Locations **CarQuest** Area Served: State-wide, Oregon & Idaho

| STORE # | Address | City | County | ST | Zip | Store Phone | Store Fax | Store Hours | MANAGER |
|---------------------------|----------------------------------|---------------|--------------|----|-------|--------------|--------------|-------------|--------------------|
| CARQUEST of Aberdeen | 216 W. Market St. | Aberdeen | Grays Harbor | WA | 98520 | 360-532-3973 | 360-532-1991 | | Phil Riggs |
| Anacortes Auto Parts | 1600 Commercial | Anacortes | Skagit | WA | 98221 | 360-293-2195 | 360-293-3325 | | Denny Smith |
| CARQUEST of Auburn South | 1201 Auburn Way S. | Auburn | King | WA | 98002 | 253-939-3801 | 253-939-0914 | | Roan Gray |
| CARQUEST of Auburn North | 2703 Auburn Way No. | Auburn | King | WA | 98002 | 253-854-0464 | 253-735-7901 | | Bryan Gildersleeve |
| CARQUEST of Bellevue | 1407 132 nd N.E. | Bellevue | King | WA | 98005 | 425-454-7936 | 425-454-6361 | | Ryan Beerbower |
| CARQUEST of Burien | 14307 1 st Ave So. | Burien | King | WA | 98168 | 206-243-2444 | 206-243-3453 | | |
| Burlington Auto Parts | 139 E. Fairhaven | Burlington | Skagit | WA | 98233 | 360-755-0731 | 360-755-0736 | | Les Huggins |
| Camas Auto Parts | 3132 NE 3 rd St. | Camas | Clark | WA | 98233 | 360-834-5003 | 360-834-3230 | | Steve Sonderen |
| Central Automotive Supply | 114 N Pearl | Centralia | Lewis | WA | 98531 | 360-736-9366 | 360-736-4331 | | Mike Aldrich |
| Auto Motive Inc. | 372 NW Chehalis Ave. | Chehalis | Lewis | WA | 98532 | 360-748-8666 | 360-748-0531 | | Reggie Macomer |
| John's Automotive | 4608 Wallbridge Road | Clayton | Stevens | WA | 99110 | 509-276-7004 | 509-276-5396 | | John Colliver |
| Jones Truck & Implement | 425 Walla Walla Hwy | Colfax | Whitman | WA | 99111 | 509-397-4371 | 509-397-3629 | | Larry Jones |
| Empire Auto Parts | 315 N. Main | Colville | Stevens | WA | 99114 | 509-684-2567 | 509-684-3213 | | Bill Johnson |
| Duvall Auto Parts | 15415 Main Street NE | Duball | King | WA | 98019 | 425-788-1578 | 425-844-0297 | | Bill Minaglia |
| CARQUEST of Ellensburg | 402 S. Main | Ellensburg | Kittitas | WA | 98926 | 509-925-5333 | 509-925-9508 | | Jennifer McKinnon |
| CARQUEST of Everett | 2202 Everett Ave | Everett | Snohomish | WA | 98201 | 425-259-0851 | 425-339-6087 | | Steve Teigen |
| CARQUEST of Lake Stevens | 430 91 st Ave NE | Everett | Snohomish | WA | 98205 | 425-334-0466 | 425-335-4422 | | Don Bangert |
| CARQUEST of Federal Way | 1610 341 st Pl. Ste A | Federal Way | King | WA | 98003 | 253-661-7222 | 253-835-1066 | | Tim Anderson |
| Hawley's Auto Supply | 1990 Main Street | Ferndale | Whatcom | WA | 98248 | 360-384-3513 | 360-384-0856 | | Lance Ballard |
| Whiteheads Auto Parts | 371 N Forks Ave | Forks | Clallam | WA | 98331 | 360-374-6065 | 360-374-6030 | | Victor Whitehead |
| North West Auto Supply | 370 West Spring | Friday Harbor | San Juan | WA | 98250 | 360-378-6042 | 360-378-6043 | | Rick Campbell |

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| | | | | | | | | |
|----------------------------------|--|------------------|-------------|----|-------|--------------|--------------|---------------------|
| Goldendale Auto Parts | 614 S. Columbus | Goldendale | Klickitat | WA | 98620 | 509-773-3793 | 509-773-4932 | Terry Campbell |
| CARQUEST of Kent | 7812 S. 186 th Pl | Kent | King | WA | 98032 | 425-656-4468 | 425-656-4472 | Marcos Burgos |
| CARQUEST of Lacey | 6700 Martin Way | Lacey | Thurston | WA | 98516 | 360-456-8700 | 360-438-9785 | Rand Corburn |
| Lake City Auto Parts | 529 22 nd Street North | Lewiston | Asotin | ID | 83501 | 208-743-9438 | 208-746-1356 | Steve Wessels |
| CARQUEST of Longview | 812 Washington Ave. | Longview | Cowlitz | WA | 98632 | 360-636-4600 | 360-575-9826 | Ken Clark |
| S & H Lynden | 8123 Guide Meridian Rd | Lynden | Whatcom | WA | 98264 | 360-354-4468 | 360-354-5701 | Ed Weidenaar |
| CARQUEST of Lynnwood | 19825 Highway 99 | Lynnwood | Snohomish | WA | 98036 | 425-771-4990 | 425-771-4236 | Mike Hounshell |
| CARQUEST of Marysville | 3915 152 nd St NE Ste. A | Marysville | Snohomish | WA | 98271 | 360-653-5000 | 360-653-2775 | Jerry Jamison |
| Auto Ag Supply & Repair | 627 E. Government Way | Mattawa | Grant | WA | 99349 | 509-932-4058 | 509-932-5476 | Rio Hirai |
| Kilmers Auto Parts | 84191 Highway 11 | Milton Freewater | Walla Walla | WA | 97862 | 541-938-5522 | 541-938-4788 | Dan Kilmer |
| St John Hardware & Implement | 202 West A | Moscow | Whitman | ID | 83843 | 208-882-7501 | 208-883-3425 | Mike Nelsen / Brent |
| CARQUEST of Moses Lake | 500 East 3 rd | Moses Lake | Grant | WA | 98837 | 509-765-4567 | 509-765-6889 | David Montgomery |
| CARQUEST of Olympia | 623 5 th Ave S.E. | Olympia | Thurston | WA | 98507 | 360-357-3347 | 360-754-1004 | Jack Diehl |
| CARQUEST of Omak | 619 Okoma Dr | Omak | Okanogan | WA | 98841 | 509-826-1777 | 509-826-5306 | Randy Parten |
| Murray Motors, Inc. Port Angeles | Store Key 14545 302 E 1 st St | Port Angeles | Clallam | WA | 98362 | 360-457-0454 | 360-452-5929 | Jeff Colvien |
| CARQUEST of Puyallup | 11818 S. Meridian | Puyallup | Pierce | WA | 98373 | 253-848-1591 | 253-848-9708 | Shawn Luras |
| CARQUEST of Redmond | 16115 Redmond Way | Redmond | King | WA | 98502 | 425-885-4146 | 425-869-7095 | Pedro Soto |
| CARQUEST of Renton | 401 Rainer Ave No. | Renton | King | WA | 98057 | 206-772-6380 | 206-772-2926 | Ric Cull |
| Basin Hardware CQ | 441 Camelia | Royal City | Grant | WA | 99357 | 509-346-2275 | 509-346-9389 | Kent Pratt/Casey |
| Auto Haus #1 | 915 5 th Ave | Sandpoint | Stevens | ID | 83864 | 208-263-6868 | 208-263-8784 | Bob Hovanski |
| CARQUEST of Fremont | 744 N. 34 th St. | Seattle | King | WA | 98103 | 206-633-2323 | 206-634-2381 | Tony Pinkney |
| CARQUEST of West Seattle | 4505 38 th SW | Seattle | King | WA | 98126 | 206-935-5800 | 206-935-5973 | Levi Jones |
| Kilmers Auto Parts | 84191 HWY 11 | Milton Freewater | Walla Walla | OR | 97862 | 541-938-5522 | 541-938-4788 | Dan Kilmer |
| Sedro Woolley Auto Parts | 816 Murdock St. | Sedro Woolley | Skagit | WA | 98284 | 360-855-0342 | 360-855-0830 | Steve Huggins |
| CARQUEST of Snohomish | 1033 Ave. D | Snohomish | Snohomish | WA | 98290 | 360-568-3181 | 360-568-4260 | Cory Dow |

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|-----------------------------|-------------------------------|-------------|-------------|----|-------|--------------|--------------|--|----------------------|
| CARQUEST of Spanaway | 137 161 st | Spanaway | Pierce | WA | 98387 | 253-537-8677 | 253-537-8118 | | Nyca Locky |
| CARQUEST of North Monroe | 2711 North Monroe | Spokane | Spokane | WA | 99205 | 509-326-9262 | 509-327-7099 | | Aaron Campbell |
| CARQUEST of S. Pines | 110 S. Pines | Spokane | Spokane | WA | 99206 | 509-892-5992 | 509-892-5993 | | Tim Ruffles |
| CARQUEST of Sherman | 110 S Sherman St | Spokane | Spokane | WA | 99202 | 509-838-3525 | 509-838-0105 | | Gary Davis |
| Stanwood Auto Parts | 9922 Hwy 532 | Stanwood | Snohomish | WA | 98292 | 360-629-0829 | 360-629-8310 | | Mike Hamel/ Keith |
| CARQUEST of Tacoma 38th St. | 3121 So. 38 th St. | Tacoma | Pierce | WA | 98409 | 253-491-3915 | 253-471-3919 | | Jose Melendez |
| CARQUEST of Tacoma 72nd St. | 215 So 72 nd St. | Tacoma | Pierce | WA | 98408 | 253-475-9018 | 253-473-0799 | | |
| CARQUEST of Hazel Dell | 7209 Hwy 99 | Vancouver | Clark | WA | 98665 | 360-694-2574 | 360-693-7304 | | Seth Romo |
| CARQUEST of Vancouver | 2507 NE Anderson | Vancouver | Clark | WA | 98661 | 360-892-6650 | 360-944-0228 | | Mark Smogar |
| White Brothers/JIT | 304 N 9 th | Walla Walla | Walla Walla | WA | 99362 | 509-525-6620 | 509-525-6988 | | Greg Baune |
| CARQUEST of Wapato | 717 W First ST | Wapato | Yakima | WA | 98951 | 509-877-2896 | 509-877-7401 | | Tom Matsen |
| Winlock Auto Supply | 110 E Walnut | Winlock | Lewis | WA | 98596 | 360-785-4488 | 360-785-4669 | | Ken Zwiefelhofer |
| CARQUEST of Yakima | 511 S. 3 rd St | Yakima | Yakima | WA | 98901 | 509-453-5591 | 509-453-5358 | | Bryan |

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PRICE SCHEDULE

(GENERAL PARTS DISTRIBUTION)

Click on link below to view the CarQuest Price Schedule



MARKETING PAGE **CarQuest Auto Parts**

I. Overview of your company

CARQUEST is a distributor of aftermarket auto parts and other automotive related products and supplies. CARQUEST / General Parts was formed in 1960 and is headquartered in Raleigh, NC. 49 years later, we have grown into the largest privately held employee-owned parts distribution company in North America with 31 distribution centers in the U.S with an average of 85,000 skus.

On a local level around the State of Washington, we have 33 Company owned CARQUEST stores, and 24 independently owned CARQUEST stores for a total of 57 locations.

We service the Washington state market out of 2 primary Distribution Centers. (1) One in Kent Washington, and (1) one in Portland Oregon, with availability to southern Washington. In addition, we have a network of 31 additional Distribution Centers around the US, with over night product availability.

II. Describe your Product Availability:

A. What product categories (of the eight described in the RFP) do you have available within 1 hour i.e. Items not normally stocked?

- a. Air Conditioning, Axles, CV Components, Batteries and Accessories, Bearings, Belts, Belt Tensioners, Bulbs, Brakes to include: Hydraulics, Friction, Drums, Rotors, Power Brake Units, Calipers, Caps, Chassis, Clutches, Engine Bearings, Engine Control Products, Engine Kits, Engine Parts, Exhaust Products, Fan Clutches, Filters, (oil, air, fuel, water, cabin air), Fuel Pumps, Flashers, Front Wheel Drive Components, Fuel Injectors, Fuses, Gaskets, Headlamps, Heating Components, Hoses and Clamps, Hydraulic Hose, Ignition Modules and Sensors, Lighting Lamps, Lenses and Markers, Mirrors, Lubricants, Motor Mounts, Oil, Hydraulic Oil, Oil Pumps, Oxygen Sensors, Power Steering Components, Rack and Pinion, Radiators, Rotating Electrical, Seals, Shocks, Struts, Mounts, Spark Plugs, Temperature Control, Thermostats, Timing Components and Belts, Transmission Filters and parts, U-Joints, Water Pumps, Wiper Products, Wire Sets, Chemicals both Bulk and smaller quantities, Shop Supplies, Tire Chains, 3M products, Paint, Body shop supplies, Tools and Equipment of all types,

B. Discuss your capability to deliver

- a. We make on average 95 % of our deliveries within the 1 hour time frame. Average deliveries in a 7 mile radius of the store are serviced in a 1 hour time period. Impediments to delivering in a 1 hour time frame can include traffic etc., road construction, and if we have the product in stock, or have to go to another source to get it.
- b. On a local level around the State of Washington, we have 33 Company owned CARQUEST stores, and 24 independently owned CARQUEST stores for a total of 57 additional locations to support our bid commitment. ALL CARQUEST stores receive overnight delivery for all stocked products and for specials on a daily basis. For hard to find, specialty parts and products, we have our "Vision" system, which let's our stores order directly from manufacturers inventories and ability to receive the products overnight on many items.

III. Product Quality/Quality Assurance

A. Describe the type (Good, Better, and Best) that you generally have available?

- a. On Average, a store carries 20 % of their inventory in the “good” category, 60 % in the “better” and 20 % in the best coverage. All product, all lines, meet O.E. product requirements and specifications. All product lines have a “Best” product offering.

IV. Service Capability/ Technical Assistance

A. Experience, knowledge of the Contractor Installer Specialist

- a. CARQUEST CSI / Customer Service Teammates, Sales Teammates, Store Managers, and Delivery Teammates are required to complete and extensive and ongoing training program through our CARQUEST University program. This training covers all of our product lines, benefits and features, form fit and function. Typical certifications include several Intra Company, as well as ASE Parts certification.

B. Describe your “Value Added Services” (training, On-line ordering,

- a. CARQUEST offers On-line ordering through our Web Link v2 system.

System includes:

- Over 100,000 SKU’s with multiple images, with multiple views – highest standards in the industry.
- Online account management
- Completely web –based, no software to install.
- Online ordering, 24 hours a day, 7 days a week. Orders print at the servicing location.
- Live inventory status with options to see multiple store and DC inventories.
- Product lookup by application, model or VIN number.
- Part number interchanges from OEM to competitive products.
- Extensive selection of tools, paints, accessories, shop supplies, and more.
- Manufacturers TSB Bulletins and Recall information
- Live support professionals to answer your questions.
- Network security with no updates to remember or DVD’s to manage.
- Timely updates provide up to the minute information.
- Good, Better and Best product offerings
- Late model application coverage’s.
- O.E and Aftermarket product interchanges.
- Product looks up by application.
- Enhanced job packages with O.E. and non application products included.

CARQUEST has embraced technology as an enabler to our business strategy and to our customers.

Web Link – our on-line B2B e-store and knowledge portal for our customers. This application puts all the information you need to run your business in one place at the click of a mouse. Things like product illustrations, labor times, repair information, wiring diagrams, product specifications, product availability and explosive illustrations – all designed to make your people more efficient and productive. CARQUEST has a world class OE-based electronic catalog which allows you to place orders online. We offer even more coverage through the integration of Speed Dial, the online ordering system for our sister company, WORLD PAC, for extensive OE import automotive products coverage.

This application is web-based, allowing CARQUEST to bypass any security or firewall issues within your computer network. Each location will receive a unique sign-on and password to access Web Link via the internet with the ability to order from their designated CARQUEST store. In addition, a complete tutorial is available in the Web Link application for future reference.

V. Pricing Offer

A. Brief description of your pricing program.

- a. Proposed pricing for the State of Washington is based upon our most aggressive schedule used for our largest volume accounts, with additional discounts offered for those categories as indicated in the

bid Price Comparison Sheets. The pricing offered is the same as or lower than similar-sized corporate or municipal entities.

B. How is pricing updated?

- a. Pricing for all customers is centrally maintained at our corporate office. In the event of a supplier price change, price levels may be adjusted to reflect increases or decreases. Proper notice from our suppliers is required prior to such changes, and we will make appropriate changes to customer prices where necessary, also with appropriate prior notice to the customer. We can therefore provide consistent pricing to all accounts associated with the State of Washington and assure that the pricing will be maintained as specified in the contract. All company stores will have the ability to generate price lists for State accounts upon request. State accounts will be able to purchase from all CARQUEST company stores at the pricing as specified in the contract.

VI. Order Placement & Invoicing

A. How are orders placed?

- a. Using On-line ordering via Web Link.
- b. Phone in orders to the stores.
- c. Orders placed through our Store Sales Teammates.

B. How do we know we're getting the correct contract price?

- a. All company stores will have the ability to generate price lists for State accounts upon request.

C. How can we Ensuring Contract Pricing?

- a. Price schedule is loaded and tied to the account number(s), insuring consistency of pricing

CONTRACTOR INFORMATION

CONTRACTOR NAME: **MOTION AUTO SUPPLY**

Address: 120 S Cedar St
Spokane, WA 99210

Contractor "Contract Program Manager": Mike Teegarden

Primary Local Contact: Mike Teegarden
Phone: 509-363 2201
Fax: 509-624-5686
Email: mike@partswholesalers.com
Alternate Contact: Tim Trudnowski
Phone: 509-363-2202
Fax: 509-624-5686
Email: tim@partswholesalers.com

ORDERING INFORMATION:

Federal ID No.: 91-0578127 **Supplier No.:**

List of Store Locations: See authorized "Store Locations"

Point of Contact: Account Set up is required with the awarded contractor you wish to utilize prior to placement of your first order or to utilize their on-line ordering pricing site. Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

Store Contacts available on the "Store Location" page.

FOB/SHIPPING COSTS: Product delivered through Contractors distribution, is FOB Destination with cost of freight included in the cost of the product (No Charge).
Exception: If an item is needed and we must order directly from one of our vendors, we would only add the cost of freight and any nominal special handling charge the vendor may charge.

Cost of freight when product is delivered from locations other than Motion Auto Supply store.

Geographic area which the contractor will deliver within 1 hour See authorized "Store Locations" for area served.

Billing address: Motion Auto Supply
120 S Cedar St
Spokane, WA 99201

| | |
|---|--|
| Payment address | Motion Auto Supply 120 S Cedar St Spokane, WA 99201 |
| Hours of Business: | See authorized "Store Locations" page |
| After hours product availability: | |
| Will Call Availability & Procedure? | Yes, separate Will-Call area for wholesale customers |
| <u>PRICING INFORMATION:</u> | |
| Contract Pricing: | Store or www.epartconnection.com Please call or email " <u>Primary Local Contact</u> " listed above to establish accounts/user name/passwords. |
| Price list Maintenance: | Updated monthly on a electronic basis |
| Payment Terms: | 2% 30 Days |
| Order Input Method: | Store or www.epartconnection.com , Please call or email " <u>Primary Local Contact</u> " listed above to establish accounts/user name/passwords. |
| Where is pricing available for viewing? | www.epartconnection.com , Please call or email " <u>Primary Local Contact</u> " listed above to establish accounts/user name/passwords. |
| How will contractor ensure contract pricing? | |
| Minimum Dollar order: | None |
| Online Order Processing? | |
| Credit card acceptance: | VISA, M/C, AM EX, DISCOVER |
| <u>THIS CONTRACTOR AGREES TO SELL TO:</u> | |
| Washington Political Subdivisions: | Yes |
| Non-Profits: | Yes |
| Oregon Political Subdivisions: | Yes |
| Public Transit Agencies: | Yes, but will not accept FTA clauses |
| <u>OTHER INFORMATION:</u> | |
| Defective Product: | Defective products are picked up by our experienced outside sales force. The representative who picks up the returns it to the store from which it was purchased. Credit for the item is generally issued within 24 hours. |
| Value Added Features at no charge: | On-line ordering, live inventory status, live pricing information, on-line access to invoices and statements, VIN lookup, Parts compatibility charts and technical service bulletins. |

Store Locations **Motion Auto Supply**
Area Served: NE Washington & Western Idaho

| STORE # | Address | City | County | ST | Zip | Store Phone | Store Fax | Store Hours | MANAGER |
|-----------------------------------|---------------------|----------------|-----------|----|-------|--------------|--------------|-------------------------------|---------------|
| Motion Auto Supply Airway Heights | 12722 W. Sunset Hwy | Airway Heights | Spokane | WA | 99001 | 509.244.6920 | 509.363.2215 | 8am-5:30pm M-F 9am-4pm Sat | Kevin VanDyke |
| Motion Auto Supply Coeur d'Alene | 1225 E. Best Ave | Coeur d'Alene | Kootenai | ID | 83814 | 208.664.4343 | 208.676.9423 | 8am-5:30pm M-F 9am-4pm Sat | |
| Motion Auto Supply Lewiston | 621 F Bryden | Lewiston | Nez Perce | ID | 83501 | 208.746.1202 | 509.746.7230 | 8am-5:30pm M-F 9am-4pm Sat | |
| Motion Auto Supply Omak | 218 Omak Ave | Omak | Okanogan | WA | 98841 | 509.826.2424 | 509.826.3477 | 8am-5:30pm M-F 9am-4pm Sat | Tim Stidman |
| Motion Auto Supply Spokane | 120 S. Cedar St | Spokane | Spokane | WA | 99201 | 509.838.1465 | 509.624.8686 | 8am-5:30pm M-F 9am-4pm Sat | Jeff Kramarz |
| Motion Auto Supply Spokane | 1217 E Francis | Spokane | Spokane | WA | 99207 | 509.489.2217 | 509.363.2217 | 8am-5:30pm M-F 9am-4pm Sat | Mike Ewan |
| Motion Auto Supply Spokane Valley | 13124 E Sprague | Spokane Valley | Spokane | WA | 99216 | 509.921.1556 | 509.363.2219 | 8am-5:30pm M-F 9am-4pm Sat | Jeff Koen |
| Motion Auto Supply Twisp | 204 2nd Ave | Twisp | Okanogan | WA | 98856 | 509.997.8292 | 509.997.8200 | 8am-5:30pm M-F 9am-4pm Sat | Denver Duncan |

PRICE SCHEDULE **MOTION AUTO SUPPLY**

All product lines are priced at jobber price (price field 5) with exception of the Discounted lines listed below. All discounts are from jobber price (price field 5).

| LINE | DISCOUNT |
|---|-----------------|
| AC Spark Plugs | 10% |
| AMS Clutch Sets | 10% |
| Anco Wiper Products | 10% |
| Autolite Spark Plugs | 10% |
| BCA Bearings | 10% |
| Briggs & Stratton Small Engine Parts | 10% |
| Cardone Distributors | 8% |
| Cardone Power Steering | 25% |
| Cardone Steering Gear Boxes | 25% |
| Cardone Wiper Motors | 8% |
| Cardone Window Lift Motors | 8% |
| Carter Fuel Pumps | 17% |
| ChampionSpark Plugs | 5% |
| Cole Hersee Electrical Products | 10% |
| Dayco Belts and Hoses | 10% |
| East Penn Batteries | 10% |
| EMPI New Drive Axles | 10% |
| Federated/Raybestos Brake Shoes and Pads | 15% |
| Four Seasons Heating and A/C | 15% |
| GMB Water Pumps | 10% |
| Hastings Filters | 40% |
| KYB Shock Absorbers | 15% |
| NGK Spark Plugs | 10% |
| Raybestos Friction, Hardware and Hydraulics | 10% |
| Raybestos Loaded Calipers | 10% |
| Raybestos Drums and Rotors | 10% |
| Remy Starters and Alternators | 10% |
| Sealed Power Engine Parts | 25% |
| Spectra Fuel Modules | 10% |
| Spectra Radiators | 10% |
| Standard Motor Products Ignition | 10% |
| Standard Motor Products Wire Sets | 10% |
| Standard Motor Products Fuel and Emission | 10% |
| Timken Bearings (except ag bearings) | 15% |
| Timken Seals | 15% |
| Wagner Lighting Products | 25% |
| Wix Filters | 20% |

MARKETING PAGE **MOTION AUTO SUPPLY**

AN EMPLOYEE OWNED COMPANY

I. Company Overview

Motion Auto Supply is headquartered in Spokane, WA. We have an 80,000 square foot distribution center and four stores located in the Spokane metro area. We also have stores located in Omak, WA, Twisp, WA, Coeur d'Alene, ID and Lewiston, ID. We maintain an inventory that is in excess of 110,000 SKUs and is valued at over \$5,000,000.

II. Product Availability

A. All in stock items for all product categories described in the RPF are available within one hour from any of our stores. If a store does not stock an item but it is in our DC it is still available within one hour from any Spokane/Coeur d' Alene area stores.

B. We have a delivery fleet of 40 vehicles that are used exclusively for deliveries to our customers.

III. Product Quality/Quality Assurance

A. Our product mix with respect to good, better and best categories is as follows:

Good 10%, Better 25% and Best 65%.

We regularly monitor warranty rates for our product lines and if a product line has a higher than average warranty rate we contact the manufacturer for corrective action or we may change vendors if necessary.

IV. Service Capability/technical Assistance

A. All of our inside sales staff are experienced and knowledgeable with respect to dealing with professional service technicians. Over 80% of our sales volume is to repair shops and fleet accounts.

B. We offer online ordering, live inventory status, online access to invoices, technical assistance and training clinics and seminars.

V. Pricing Offer

A. Our pricing program for this contract consists of discounts from wholesale price ranging from 10% to 40% on 39 major product lines.

B. Our pricing is updated electronically on a monthly basis. All price changes can be sent via email.

VI. Order Placement & Invoicing

A. Orders may be placed online, via phone or fax.

B. There is a specific price matrix that we are using for this contract. A list of the discounts contained in this matrix can be sent to any agency so that they can verify that their prices reflect the appropriate discount.

C. At any time an agency can look at their prices online as well as our standard wholesale prices. They can use a copy of the price discount matrix to verify they are receiving the correct price.

CONTRACTOR INFORMATION

CONTRACTOR NAME: [REDACTED]

Address:

2250 Mottman Road SW
Tumwater, WA

Contractor "Contract Program Manager": Kim E. Oestreich

Primary Local Contact:

Kim E. Oestreich

Phone:

Office 360-754-0230 / Cell:360-701-0668

Fax:

360-705-4779

Email:

PartsPro@centurytel.net

Alternate Contact:

Randy VanHorn

Phone:

425-251-8600

Fax:

425-656-0289

Email:

Randy_Vanhorn@genpt.com

ORDERING INFORMATION:

Federal ID No.:

58-0254510

List of Store Locations:

See authorized "Store Locations". At this time only NAPA company stores are authorized contract suppliers for NAPA. NAPA will be adding independent NAPA store locations in the future. Independent stores are required to sign the "Dealer Agreement" as required by the Office of State Procurement, agreeing to the terms of this contract.

A Word of Caution: If a NAPA location is not listed in this document, they are not an authorized contract source.

Point of Contact:

Account Set up is required with the awarded contractor you wish to utilize prior to placement of your first order or to utilize their on-line ordering pricing site. Exceptions are if you held an account with NAPA or CarQuest as they were on the previous contract. Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

Store Contacts available on the "Store Location" page.

FOB/SHIPPING COSTS:

Product delivered through Contractors distribution, is FOB Destination with cost of freight included in the cost of the product (No Charge).

(See below for freight charges & pricing that falls outside the scope of this "Just-In-Time" contract)

| | |
|--|--|
| Cost of freight when product is delivered from locations other than the NAPA store? | <p>NAPA uses the Distribution Center and sister stores with no additional freight cost incurred. After exhausting all local means of supply and with the purchasers' authorization, the search would continue to wherever source can be found to supply the part. Now additional charges may apply. If purchaser states they need it tomorrow costly overnight freight charges could be incurred. If there is no great hurry the item could be added to normal order cycle and delivered however many days later when it arrives. No added charges would be incurred. Freight charges incurred will vary depending upon the delivery time requested by the customer.</p> <p>There is a time where the Just-in-Time price may change. After exhausting all supply channels for the original part, the purchaser may direct us to "just find what I need, I don't care if it is the same brand". In this case the end cost would change proportionally to the actual cost of acquisition. The percentage from cost would not change but the end cost may either be higher or lower than the original price quoted.</p> |
| Geographic area which the contractor will deliver within 1 hour | <p>See authorized "Store Locations" for area served</p> <p>Most of the larger stores now have a tracking system in place. The expected delivery times are entered by specific account number. The drivers are then dispatched, according to pre-entered expected times and upon return, the actual time of delivery, written on the invoice is entered. If the time falls outside the established parameters, a report is generated for the managers use, to identify and correct the problem.</p> <p>Many NAPA company stores use a 3-mile delivery radius. Because of the small area covered, the one-hour delivery time is not usually a problem. The dispatch system is used, as backup, to track and correct problems created by others sources.</p> |
| Billing address: | From each individual store |
| Payment address | Check with your servicing store for this information. Company owned stores have one address and independents have their own |
| Hours of Business: | Check with your local NAPA store for actual days & hours open. |
| After hours product availability: | Check with your local NAPA store for their policy. |
| Will Call Availability & Procedure? | Yes, many stores have separate installer areas. Please call store. |

PRICING INFORMATION:

Contract Pricing: Pricing Profile 9052. Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

Price List Maintenance: Pricing maintained by corporate data processing group.

Payment Terms: Net 30 days

Order Input Method: www.napaprolink.com. Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

Where is the Pricing available for viewing? www.napaprolink.com. Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

How will contractor ensure contract pricing? Pricing profile 9052 is the basis for contract pricing. The profile will remain the same during the term of the contract. Prices are allowed to change by contract agreement, when the manufacturer raises acquisition costs. Prices are changed in "real time" nightly, as received from the manufacturer, by corporate data processing center.

Minimum Dollar order: None

On-Line Order Processing? Yes, www.napaprolink.com Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

Credit card acceptance: Yes: Master Card, American Express, Discover, Visa

THIS CONTRACTOR AGREES TO SELL TO:

Washington Political Subdivisions: Yes

Non-Profits: Yes

Oregon Political Subdivisions: Yes

Public Transit Agencies: Yes, but will not accept FTA clauses

OTHER INFORMATION:

Defective Product: Most NAPA stores establish a 'return area'. When done this way drivers can and will write up defective parts as they deliver. When returning to the store credit is usually issued the same day.

Value Added Features at no charge:

- 1) At no additional cost www.napaprolink.com offers all of the value added services stated, with the exception of actual vehicle repair history. It does keep track of the parts ordered for a specific vehicle if the purchase order links directly to the vehicle. Also includes the following: Line Card, showing all of the different products offered; Conversion Calculator, easily convert all different measurements to something else; NAPA E-Catalog Rack, too many odd catalogs to list; Buyers Guide, put in a part number and see all of the applications it will fit; MartinSenour-Autopaint, takes you to a site that will answer most of your questions about painting.
- 2) Help with inventory and inventory controls, fleet surveys to identify need and help everyone know what is needed to be stocked, stock adjustments and exchanges to get dead stock cleaned-up.
- 3) Some of most knowledgeable parts professionals in the industry.

Store Locations: [REDACTED]
Area Served: State-wide, Oregon and Idaho

| STORE # | Address | City | County | ST | Zip | Store Phone | Store Fax | Store Hours | MANAGER |
|---|--|----------------|----------|----|-------|--------------|--------------|-------------|----------------------------|
| NAPA Airway Heights-041 | West 12200 Sunset Highway | Airway Heights | | WA | 99001 | 509.244.2520 | 509.244.0582 | | Neil Fewkee |
| Stilly Auto Parts-108 | 220 N West Ave | Arlington | | WA | 98223 | 360.435.2116 | 360.435.4730 | | Mike Knudson |
| Gosney Motor Parts | 220 Auburn Way N | Auburn | King | WA | 98002 | 253.833.4455 | 253.931.8925 | | Lee Homa |
| Clark County Auto and Truck Supply Inc., #726 | 18 th NW 18 th Ave | Battle Ground | Clark | WA | 98604 | 360.687.3111 | 360.687.1997 | | Gunner & Jon Grant |
| Westbay #8 NAPA Auto Parts -287 | 24230 State Route 3 | Belfair | | WA | 98528 | 360.275.9000 | 360.277.3048 | | Dean Frank |
| NAPA Bellevue-019 | 2033 140th Ave NE | Bellevue | King | WA | 98005 | 425.746.5801 | 425.747.5045 | | Clint Ringer or Ron Turner |
| Bellingham Auto Parts | 1905 N State St | Bellingham | | WA | 98225 | 360.734.0430 | 360.738.1256 | | Jerry Powers |
| Bothell Parts House- | 2020 Maltby Rd Ste 14 | Bothell | | WA | 98021 | 425.486.9167 | 425.486.8018 | | Rob Garlinghouse |
| Rio Auto Supply | 501 W Main | Brewster | | WA | 98812 | 509.689.2429 | 509.689.2043 | | Harlan Tverberg |
| Bonney Lake NAPA | 19106 SR 410, Bld 2-C | Bonney Lake | | WA | 98391 | 253.862.1314 | 253.862.0575 | | Lon Snope |
| Westbay #2 NAPA Auto Parts -288 | 3050 Kitsap Way | Bremerton | | WA | 98312 | 360.479.0347 | 360.479.1409 | | Dave Rudolph |
| Westbay #5 NAPA Auto Parts -289 | 5299 State Hwy 303 NE | Bremerton | | WA | 98311 | 360.373.5058 | 360.373.4679 | | Chuck Simonson |
| Westbay #11 NAPA Auto Parts | 1550 Navy Yard | Bremerton | | WA | 98312 | 360.479.0348 | 360.479.1557 | | Mike Berreman |
| NAPA Burien-014 | 14836 First Ave South | Burien | King | WA | 98168 | 206.243.0727 | 206.243.6704 | | Sharon Sias or Bob Knight |
| The Parts Store- 135 | 149 E George Hopper Rd | Burlington | | WA | 98233 | 360.707.9936 | 360.707.9966 | | Rich Marsola |
| Clark County Auto & Truck Supply Inc., #745 | 2008 SE 8 th AVE Ste 101 | Camas | | WA | 98607 | 360.834.1411 | 360.834.6996 | | David Proctor |
| Coburn Auto Parts | 514 W Main St | Centralia | Thurston | WA | 98531 | 360.736.9944 | 360.736.2218 | | Dave Wilson |
| Coburn Auto Parts | 19 S Market Blvd | Chehalis | Thurston | WA | 98532 | 360.748.3341 | 360.740.9523 | | Dave Wilson |

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| | | | | | | | | | |
|---------------------------------|------------------------------|---------------|------|----|-------|--------------|--------------|--|-------------------------------|
| Chelan Auto Parts | 233 E Wapato Ave | Chelan | | WA | 98816 | 509.682.4561 | 509.682.5822 | | Chuck Robinson |
| NAPA Cheney-052 | 706 First Street | Cheney | | WA | 99004 | 509.235.8496 | 509.235.4889 | | John Kehlbeck |
| NAPA Clackamas-074 | 15027 SE 82nd Drive | Clackamas | | OR | 97015 | 503.655.2952 | 503.655.2248 | | Becky Williams |
| Mountain Auto-140 | 104 West Railroad Ave | Cle Elum | | WA | 98922 | 509.674.2555 | 509.674.4608 | | Chuck or Joe Wallick |
| Colfax Auto Parts-439 | 315 W Walla Walla Hwy | Colfax | | WA | 99111 | 509.397.3481 | 509.397.4969 | | Terry Harwood |
| Colville Auto-446 | 495 N Wynne St | Colville | | WA | 99114 | 509.684.2526 | 509.684.7764 | | Nancy Coogan |
| Sunshine Family Auto-144 | 27623 Covington Way SE Ste 4 | Covington | | WA | 98042 | 253-631-9421 | 253-630-1275 | | Robert Jaskula |
| NAPA Deer Park-051 | East 5 Crawford | Deer Park | | WA | 99008 | 509.276.2945 | 509.276.3354 | | Heather Linville |
| NAPA Federal Way-016 | 32811 Pacific Highway So. | Federal Way | King | WA | 98003 | 253.838.1234 | 253.927.5320 | | Wendy Litzkow or Chris Garrod |
| Heinrich Auto Supply -149 | 507 S. Main St | Ellensburg | | WA | 98926 | 509.925.5371 | 509.925.2285 | | Randy Rhodes |
| Foothill Auto | 740 HWY 410 S | Enumclaw | | WA | 98022 | 360.825.3535 | 360.825.3537 | | Linda Wood |
| Everett Auto Parts-162 | 1315 Wall St | Everett | | WA | 98201 | 425.252.3141 | 425.259.1842 | | Kyle Turner |
| The Parts Store -157 | 11710 Airport Rd. | Everett | | WA | 98204 | 425.745.5859 | 425.290.5563 | | Rich Marsula |
| Bridgeview Auto- | 1795 Main St | Ferndale | | WA | 98248 | 360.384.5394 | 360.384.5398 | | Ron Rasmussen |
| Standard Parts Corp. -165 | 1422 54 th Ave E | Fife | | WA | 98424 | 253.922.8585 | 253.922.4666 | | Rick Parish |
| Garys Automotive | 600 Mullis St | Friday Harbor | | WA | 98250 | 360-378-4040 | 360-378-4006 | | Gary Legate |
| Westbay #6 NAPA Auto Parts -290 | 3302 Uddenberg Lane | Gig Harbor | | WA | 98335 | 253.851.9965 | 253.858.9965 | | John Clark |
| Westbay #9 NAPA Auto Parts -295 | 14008 Purdy Drive NW | Gig Harbor | | WA | 98332 | 253.857.4088 | 253.858.3220 | | Wes Geyer |
| NAPA Gresham-080 | 255 NE Hogan Road | Gresham | | OR | 97030 | 503.665.8118 | 503.661.2403 | | Scott Busby |
| Sunset Auto Parts | 3380 NE 15 th Ave | Hillsboro | | OR | 97124 | 503.648.3186 | 503.681.8388 | | Jason Hennig |
| Issaquah Parts House | 20 1 st Ave NW | Issaquah | | WA | 98272 | 425.392.7561 | 425.391.8268 | | Dirk Kruiswyk |
| Clearwater NAPA-610 | 5819 W Clearwater | Kennewick | | WA | 99336 | 509.783.1892 | 509.783.1120 | | Robert Johnson |

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| | | | | | | | | | |
|----------------------------------|---------------------------|--------------|--------------|----|-------|--------------|--------------|--|--|
| NAPA Kent-009 | 1415 South Central | Kent | King | WA | 98032 | 253.852.7903 | 253.852.0370 | | Cyndi Roberts or Dale Fletcher |
| NAPA Main Counter-Kent-013 | 8441 South 180th Street | Kent | King | WA | 98032 | 425.656.8980 | 425.656.8985 | | Allen Sherson or Dale Fletcher or Tully Arends |
| Westbay #10 NAPA Auto Parts -291 | 10373 State Hwy 104 | Kingston | | WA | 98346 | 360.297.2428 | 360.297.0757 | | Randy Thomas |
| NAPA Kirkland-004 | 11626 Slater Ave Ne | Kirkland | King | WA | 98023 | 425.823.2251 | 425.820.7570 | | Brian Richards or Darren Pereira |
| LaConner Auto and Marine -195 | 607 East Morris | LaConner | | WA | 98257 | 360.466.3194 | | | Rich Marsula |
| Standard Parts Corp. - 335 | 10615 Bridgeport Way SW | Lakewood | | WA | 98499 | 253.582.1545 | 253.584.8701 | | Ted Davis |
| Cascade Auto Parts -196 | 1320 Hwy 2 | Leavenworth | | WA | 98826 | 509.548.7319 | 509.548.4381 | | Dale Day |
| NAPA Auto & Truck (APAN) | 1116 15 th Ave | Longview | | WA | 98632 | 360.423.3321 | 360.423.1000 | | Steve Goforth |
| Islands Marine-187 | 2793 Fisherman Bay Road | Lopez Island | | WA | 98261 | 360.468.3377 | 360.468.2283 | | Ron Meng |
| NAPA Auto Parts Lynnwood-200 | 6127 212 th SW | Lynnwood | | WA | 98036 | 425.778.0155 | 425.775.0640 | | Michael Hall |
| Marysville Auto Parts - 202 | 8213B State St. | Marysville | Snohomish | WA | 98270 | 360.659.8441 | 360.651.7372 | | Rich Marsula |
| Mattawa Auto Parts-543 | 76 E Government Way | Mattawa | | WA | 99349 | 509.932.4106 | 509.932.4622 | | Pat |
| Monroe Parts House-205 | 200 N Lewis St | Monroe | | WA | 98272 | 360.794.6500 | 360.794.3619 | | Larry Blenz |
| Coburn Auto Parts | 218 Pioneer Ave E | Montesano | Grays Harbor | WA | 98563 | 360.249.3666 | 360.249.1057 | | Dave Wilson |
| Ray's Auto Parts -213 | 415 South Third St | Mount Vernon | Skagit | WA | 98273 | 360.336.2147 | 360.336.2149 | | Rich Marsula |
| North Bend Auto-216 | 1120E North Bend Way | North Bend | | WA | 98045 | 425.888.1112 | 425.888.3588 | | Steven McConkey |
| NAPA Auto Parts Lacey COJ-094 | 1319 Fones Rd SE STE 101 | Olympia | Thurston | WA | 98501 | 360.491.7675 | 360.491.6397 | | Tish Fleck or Kim Oestreich |
| NAPA Auto Parts Olympia COJ-095 | 2250 Mottman Road SW | Olympia | Thurston | WA | 98512 | 360.754.0230 | 360.705.4779 | | Tim Novick or Kim Oestreich |

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|--|------------------------------|---------------|-----------|----|-------|--------------|--------------|--|---|
| Hamilton Farm Equipment | PO Box 1098 | Okanogan | Okanogan | WA | 98840 | 509.422.3030 | 509.422.6275 | | Greg Hamilton |
| Omak Auto Parts -227 | 22 E. Riverside Dr. | Omak | Okanogan | WA | 98841 | 509.826.0678 | 509.826.5212 | | Kory Lester |
| NAPA Oregon City-076 | 1010 Main Street | Oregon City | | OR | 97045 | 503.655.2503 | 503.655.1675 | | Shelby Wood |
| Pasco Auto Parts NAPA | 910 N 20 th | Pasco | Franklin | WA | 99301 | 509.547.2602 | 509.547.6478 | | Keith Bartlett |
| NAPA Portland-001 | 10515 Lombard Street | Portland | | OR | 97203 | 503.283.3134 | 503.289.7641 | | Randy Farrell |
| NAPA Portland-070 | 1015 NE 82nd Street | Portland | | OR | 97220 | 503.256.2444 | 503.256.0885 | | John Norris |
| NAPA Portland-072 | 430 NE Columbia Blvd. | Portland | | OR | 97211 | 503.285.0441 | 503.285.9214 | | Paul Chully |
| NAPA Portland-075 | 730 SE 9th Street | Portland | | OR | 97214 | 503.233.2533 | 503.233.3978 | | Wendie Smith |
| NAPA Portland-078 | 15236 SE McLoughlin | Portland | | OR | 97267 | 503.513.0700 | 503.353.7911 | | Neil Mercer |
| NAPA Portland-084 | 16000B SE Division | Portland | | OR | 97236 | 503.763.9600 | 503.762.9607 | | TJ Schimpf |
| Race St. Auto Parts -234 | 116 N Race St. | Port Angeles | Clallam | WA | 98362 | 360.452.3891 | 360.452.3894 | | Jay Oen |
| Westbay #1 NAPA Auto Parts -292 | 2610 SE Mile Hill Drive | Port Orchard | Kitsap | WA | 98366 | 360.876.8008 | 360.876.7999 | | Ron Jones |
| Westbay #7 NAPA Auto Parts -293 | 2321 Sims Way | Port Townsend | Jefferson | WA | 98368 | 360.385.3476 | 360.385.3267 | | Nellie Amo |
| NAPA Post Falls-050 | 703 East Seltice Way | Post Falls | | ID | 84854 | 208.773.7558 | 208.777.8436 | | Doug Oliver |
| Westbay #4 NAPA Auto Parts -294 | 19812 Viking Ave NW | Poulsbo | | WA | 98370 | 360.779.3934 | 360.779.7816 | | Kevin Amo |
| Pullman Auto Parts-602 | 1242 S Grand Ave | Pullman | | WA | 99163 | 509.334.4511 | 509.332.6448 | | Kurt Laven |
| CMSAP LLC (dba) Center line Auto Parts | 313 N. Meridian | Puyallup | Pierce | WA | 98371 | 253-845-1751 | 253-848-0910 | | Dale Walston Tony Henderson Fred Ramsey |
| NAPA Puyallup-005 | 704 East main | Puyallup | Pierce | WA | 98371 | 253.845.1751 | 253.840.2873 | | Garret LaBelle or Ed Seeling |
| Redmond Parts House | 16425 NE 80 th St | Redmond | King | WA | 98052 | 425.885.5569 | 425.881.1898 | | Dirk Kruiswyk |
| Taylor Auto Parts-609 | 877 Stevens | Richland | Berton | WA | 99352 | 509-943-1159 | 509.943.6910 | | Jason Korsvik |
| Parts City Auto Supply-621 | 136 Camelia St NE | Royal City | | WA | 99357 | 509.346.2272 | 509.346.9696 | | Pat |

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|---------------------------------|-----------------------------------|----------------|-------|----|-------|--------------|--------------|-------------------------------------|
| NAPA Set-Tac-015 | 20804 International Blvd. South | Sea-Tac | King | WA | 98188 | 206.824.3500 | 206.824.9614 | Bob Wright or Chris Garrod |
| NAPA White Center -006 | 9841 15th Ave SW | Seattle | King | WA | 98168 | 206.242.1359 | 206.242.9241 | Dominick Boger Bob Knight |
| NAPA Tukwila-007 | 11011 Tukwila International Blvd. | Seattle | King | WA | 98168 | 206.242.1359 | 206.242.9241 | Trevor Summerhays or Darren Pereira |
| NAPA Dawson-012 | 5201 Fourth Ave So | Seattle | King | WA | 98108 | 206.763.2910 | 206.767.3486 | Andrea Dunning or Greg Ballinger |
| Valley Auto Supply | 220 W Ferry St | Sedro Woolley | | WA | 98284 | 360.855.0141 | 360.855.0172 | Jim Dillon |
| NAPA Auto-304 | 201 S 1 st St | Selah | | WA | 98942 | 509.697.7244 | 509.697.4923 | Brian Hill |
| NAPA Shelton COJ-389 | 1538 Olympic Highway No. | Shelton | Mason | WA | 98584 | 360.426.3351 | 360.427.8802 | Ron Ramey or Bob Keranen |
| NAPA Shoreline-011 | 16340 Aurora Ave No | Shoreline | King | WA | 98133 | 206.542.1363 | 206.546.2927 | Gary Hedstrom or Ron Turner |
| Snohomish Auto Parts-316 | 920 2 nd Ave St | Snohomish | | WA | 98290 | 360.568.4158 | 360.568.4158 | Dave Duncan |
| Westbay #3 NAPA Auto Parts -296 | 9331 Silverdale Way NW | Silverdale | | WA | 98383 | 360.692.2924 | 360.698.0810 | Kevin Boardway |
| NAPA Spokane-001 | 501 Freya | Spokane | | WA | 99202 | 509.535.4701 | 509.536.7042 | Jim Buchanan |
| NAPA Spokane-042 | North 1701 Monroe Street | Spokane | | WA | 99205 | 509.326.2000 | 509.326.5200 | Jerry Holdren |
| NAPA Spokane-043 | 12107 East Sprague Avenue | Spokane | | WA | 99206 | 509.928.8080 | 509.893.5120 | David Hein |
| NAPA Spokane-044 | 2125 East Francis | Spokane | | WA | 99207 | 509.484.4400 | 509.484.4403 | Rick Zeihnett |
| NAPA Spokane-045 | North 9612 Division | Spokane | | WA | 99218 | 509.467.6596 | 509.467.2102 | Randy Brewer |
| NAPA Spokane Valley-046 | 7505 East Sprague | Spokane Valley | | WA | 99212 | 509.535.4058 | | Dan Wilcockson |
| NAPA Spokane Valley-048 | East 6905 Trent Avenue | Spokane Valley | | WA | 99206 | 509.928.1244 | 509.928.5935 | Rich Parkhurst |
| NAPA Spokane Valley-049 | East 15823 Sprague | Spokane Valley | | WA | 99037 | 509.924.5365 | 509.922.1213 | John Bradley |
| Stilly Auto Parts-323 | 10410 269 th Pl NW | Stanwood | | WA | 98292 | 360.629.2106 | 360.629.9779 | Mike Knudson |
| Sumas Auto Parts-#322 | 120 3 rd Street | Sumas | | WA | 98295 | 360-988.4702 | 360.988.0033 | Bill Edwards Jr |

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|---|--------------------------------|-------------|-------------|----|-------|--------------|--------------|--|--------------------------------|
| NAPA Sixth Ave Tacoma - 008 | 5944 Sixth Ave | Tacoma | Pierce | WA | 98406 | 253.460.4590 | 253.460.4588 | | Kerwin Congleton or Ed Seeling |
| Standard Parts Corp. - 336 | 305 So Tacoma Way | Tacoma | Pierce | WA | 98402 | 253.383.3596 | 253.383.3597 | | Brent Shippy |
| Standard Parts Corp. - 338 | 168 140 th St South | Tacoma | Pierce | WA | 98444 | 253.531.3474 | 253.531.9538 | | Max Davis |
| 96 th St NAPA Auto Parts-340 | 9433 Pacific Ave | Tacoma | Pierce | WA | 98445 | 253.537.2100 | 253.536.3388 | | Ted Johnson |
| NAPA Tigard-079 | 12085 SW Hall Blvd | Tigard | | OR | 97223 | 503.639.0656 | 503.968.6506 | | Jolene Schell |
| Mt. Adams Auto Parts | PO Box 191 | Toppenish | | WA | 98948 | 509.865.3321 | 509.865.3334 | | Todd Frank |
| Twisp Auto Parts | 214 S Methow Valley Hwy | Twisp | Okanogan | WA | 98856 | 509.997.2461 | 509.997.2445 | | Dwain Hutson |
| NAPA Vancouver-081 | 11912A NE 4th Plain | Vancouver | Clark | WA | 98662 | 360.256.9311 | 360.896.3896 | | Mary Webster |
| NAPA Vancouver-071 | 1820 NE Andresen | Vancouver | Clark | WA | 98661 | 360.693.5867 | 360.693-2493 | | Rick Carlson |
| Service Auto Parts- 799 | 10607A NE Hwy 99 | Vancouver | Clark | WA | 98686 | 360.574.6062 | 360.574.5366 | | Mike Nesburg |
| NAPA of Walla Walla | 1830 E Isaacs St | Walla Walla | Walla Walla | WA | 99362 | 509.525.2940 | 509.526.0262 | | Paul Longert |
| Workland Auto-362 | 422 S Wenatchee Ave | Wenatchee | | WA | 98801 | 509.662.7108 | 509.662.9355 | | Steve Workland |
| Workland Auto-365 | 1447 N Wenatchee Ave | Wenatchee | | WA | 98801 | 509.662.5143 | 509.662.1650 | | Steve Workland |
| Woodinville Auto Parts | 13926 NE 175 SE | Woodinville | King | WA | 98072 | 425.483.0770 | 425.487.3034 | | Teddy Kasa |
| Woodland Auto Supply-970 | 1015 Pacific Ave | Woodland | | WA | 98674 | 360.225.6529 | 360.225.6749 | | Rebecca Bjur |
| Napa Auto-368 | 1401 S 1 st St | Yakima | | WA | 98901 | 509.452.6272 | 509.697.4923 | | Brian Hill |
| Standard Parts Corp. - 371 | 509A Yelm Avenue | Yelm | Thurston | WA | 98597 | 360.458.5100 | 360.458.4396 | | James Fairbanks |

PRICE SCHEDULE

Click on link below to view NAPA Price Schedule



MARKETING PAGE:

Founded in 1928 GPC, Napa's parent company has been servicing the needs of Fleets and the Professional Installer for over 85 years. With over 80 years of distribution expertise and more than 380,000 products available, our well-positioned, regionally located distribution centers provide us with the unique ability to adapt our product and service lines to better suit our customers' needs. Napa's established network of independent & company owned stores, allow us flexibility that others do not have.

A "cookie cutter" approach in our industry tends to limit the level of service available. By establishing a "working rapport" with your local Napa store and its people, and by making a commitment to purchase "agreed-upon stocked products", most stores would be willing to cover, most if not all of your product needs in all categories.

"Just-In-Time" delivery in most markets will never be a problem, as delivery distances are not usually that great. In those markets where problem possibilities could exist, Napa uses a 'computer based dispatch/ tracking system'. It gives the owners/managers daily information that allow for quick adjustments to meet the contract requirements. Delivery is what we do well. Just think about how many Napa branded cars, trucks, or hats have passed you on the street just today.

Napa has always set the "Standard of Quality" that all strive to match. Our products were even used as the standard expected for this "Just-In-Time" contract. So when purchasing top of the line Napa Premium products, you know you are getting your dollars worth. Simply stated... **Premium Napa products mean less downtime and fewer re-repairs, saving many dollars through-out the equipment's lifecycle.**

NAPA offers many products and services our customers may not know about. **We have the ability to supply product in all 22 catagories on the original price comparison.** Included but not limited to: a complete line of Heavy Duty Parts, including, O/T/R Medium & H/D trucks, Forklift & related warehouse vehicles, Off Road & Farm vehicles, paint mixing services using quality Martin Senour automotive paints and related products, Small Engine parts for companies like Briggs & Stratton, Coast Guard Approved marine service parts and a complete line of the Performance & custom products. **EVEN WHEN YOUR SERVICING STORE DOES NOT STOCK SOME OF THESE ITEMS, MOST ARE AVAILABLE OVERNIGHT FROM OUR LOCAL DISTRIBUTION CENTER.**

Unlike many of our competitors, Napa attempts to hire and keep **experienced Parts Professionals** on the phones for our installers to call. When you call, you need someone that understands and offers suggestions to your problems. That can best happen by hiring those that have made the parts business a 'career', and not just a 'job'. GPC/Napa offers ongoing training, allowing experienced employees to keep current on the newer technology. We also offer a complete benefits package as means to keep the experienced people we hire.

GPC/Napa also offers many helpful programs. Just to name a few... online ordering, fleet surveys and help setting up an inventory that is lean & functional, technical training, inventory stocking/controls and clean-up programs/policies. NIAT, Napa Institute of Automotive Training offers training that fits your budget and time frame. Many options are available. Classroom, Hands-on, Self-study, eLearning, and Video Rental and Purchase to name a few. Go to <http://www.niat-training.com/pages/training/catalog.asp> for additional information or feel free to contact your serving NAPA store or Salesperson.

We use a national 'corporate mandated' pricing profile as the basis for contract pricing. The profile will remain the same during the term of the contract. Prices are allowed to change by contract agreement, when the manufacturer raises our acquisition costs. Prices are changed in "real time" nightly, as received from the manufacturer, by our corporate data processing center. To verify that you are being charged correctly, please log on to www.napaprolink.com and enter, USER ID: xxxxx PASSWORD: xxxxxx. This log-in is to be used only to check pricing . **ANY ORDERS PLACED HERE WILL NOT BE PROCESSED.** If you have not already done so, ask your local store to set up a Prolink account allowing you to take full advantage of all that we offer.

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It is here you can look up parts and prices, along with vehicle specific information, i.e., Tune-up specifications, Fluid Capacities, Torque Specifications and much more. Should you choose to use electronic ordering you can track everything here. This is also where you can view pictures of our products, should you have a problem identifying a correct part. Also located here the finest interchange in the industry. If you have a previously used part number or a number on the old part, here is the place to easily convert it into a NAPA part number. Take some time to look around... there is a wealth of information located on this website.

Our vast knowledge and experience allow us find a method to solve most problems and more importantly satisfy a customer's needs and wants. That is why GPC/NAPA can and has been an important partner in the success of installers through-out North America for all these years.

We are here to help you in any method possible that is, of course financially beneficial to us both. This "Just-In-Time" contract is an attempt to build a long term relationship at a level that may not have been attempted before. We at GPC/NAPA want to be a part of this historic agreement and are looking forward to working toward it's successful implementation.

CONTRACTOR INFORMATION

Contractor Name: **Seattle Automotive Distributing, Inc.**

Address PO Box 898
Auburn WA. 98071-0898

Contractor "Contract Program Manager": Greg Sarvis

Primary Local Contact: Greg Sarvis

Phone: 425 478 1297

Fax: 53 804 3223

Email: gregsarvis@seattleautomotive.com

Alternate Contact: Tim Dickison

Phone: 425 327 1570 or office 253 929 2292

Fax: 253 804 3223

Email: tmdickison@seattleautomotive.com

ORDERING INFORMATION:

Federal ID No.: 91-1222591 **Supplier No.:**

List of Store Locations: See authorized "Store Locations"

Point of Contact: Account Set up is required with the awarded contractor you wish to utilize prior to placement of your first order or to utilize their on-line ordering pricing site. Please call or email "Primary Local Contact" listed above to establish accounts/user name/passwords.

Store Contacts available on the "Store Location" page.

Order placement contact: See authorized "Store Locations" or www.SeattleAutomotive.com

FOB/Freight Costs: Product delivered through Contractors distribution, is FOB Destination with cost of freight included in the cost of the product (No Charge).

Cost of freight when product is delivered from locations other than Seattle Automotive Distributing Purchaser will incur cost freight when: (Overnight or VIP S/O is requested)

Geographic area which the contractor will deliver within 1 hour See authorized "Store Locations" for area served. Within 8-12 miles from an authorized "Store Location", but we constantly revise our delivery logic and will manage changes quickly to adapt to new delivery area needs. (Possible adjustments to accommodate traffic, road conditions, community events and incumbent weather at times.)

Billing address: Seattle Automotive Distributing, Inc
PO Box 898
Auburn, WA. 98071-0898

| | |
|---|---|
| Payment address: | Seattle Automotive Distributing, Inc PO Box 898 Auburn, WA. 98071-0898 |
| Hours of Business: | M - F 7:30AM - 6:00PM SAT 8:00AM - 4:30PM |
| After hours product availability: | Yes, contact store |
| Will Call Availability and Procedure: | Yes, with-in 10-20 minutes of "on-line" ordering or contacting our phone center, parts merchandise will be available at your nearest "SAD" warehouse outlet for pick-up. An invoice and pick-up confirmation (as agreed to) will be provided with each order. |
| <u>PRICING INFORMATION:</u> | |
| Contract Pricing: | www.SeattleAutomotive.com . Please call or email " <u>Primary Local Contact</u> " listed above to establish accounts/user name/passwords. |
| Price List Maintenance: | Provided through factory price master files, CD's and electronic |
| Payment Terms: | Net 30 days |
| Order input Method: | www.SeattleAutomotive.com . Please call or email " <u>Primary Local Contact</u> " listed above to establish accounts/user name/passwords. |
| Where is Pricing Available for viewing? | www.SeattleAutomotive.com Click "Turboparts" icon. Please call or email " <u>Primary Local Contact</u> " listed above to establish accounts/user name/passwords. |
| How will contractor ensure contract pricing? | Each agency will be assigned a customer number, user ID and password and linked to the State contract pricing. Daily item part number pricing is uploaded and audited by General Motors and Ford Motorcraft. Files can be uploaded to you as needed. Verification of pricing will be provided as needed through factory price master files, cd's etc. |
| Minimum Dollar order: | No minimums |
| On-Line Order Processing? | www.SeattleAutomotive.com Click "Turboparts" icon. Please call or email " <u>Primary Local Contact</u> " listed above to establish accounts/user name/passwords. |
| Credit card acceptance: | Yes, Visa and Mastercard |

THIS CONTRACTOR AGREES TO SELL TO:

| | |
|---|---|
| Washington Political Subdivisions: | Yes |
| Non-Profits: | Yes |
| Oregon Political Subdivisions: | Yes |
| Public Transit Agencies: | Yes, but will not accept FTA clauses |

OTHER INFORMATION:

Defective Product handling? Delivery drivers can authorize tag and pick-up defective goods. Returning them as frequently as routes driven. The main Auburn warehouse can process them in 72 hours.

Value added features at no charge

Store Locations **Seattle Automotive Distributing**
Area Served: Greater Puget Sound

| STORE # | Address | City | County | ST | Zip | Store Phone | Store Fax | Store Hours | MANAGER |
|--|------------------|------------|-----------|----|-------|--------------|--------------|---|----------------|
| Seattle Automotive Distributing Auburn | 204 H Street NW | Auburn | King | WA | 98001 | 253.929.2292 | 253.804.3328 | 7:30am - 6:00pm M-F 8:00am-4:30pm Saturday | Trenton Hofman |
| Seattle Automotive Distributing Bellingham | 4120 Hannegan Rd | Bellingham | Whatcom | WA | 98226 | 360.752.2502 | 360.752.2504 | 7:30am - 6:00pm M-F 8:00am-4:30pm Saturday | Brian Callahan |
| Seattle Automotive Distributing Bremerton | 5877 Werner Rd | Bremerton | Kitsap | WA | 98312 | 360.782.1384 | 360.782.1389 | 7:30am - 6:00pm M-F 8:00am-4:30pm Saturday | Jeff Barrows |
| Seattle Automotive Distributing Lynnwood | 6325 212th SW | Lynnwood | Shohomish | WA | 98036 | 425.673.6460 | 425.776.1062 | 7:30am - 6:00pm M-F 8:00am-4:30pm Saturday | Linda Lowry |
| Seattle Automotive Distributing Seattle | 1264 King Street | Seattle | King | WA | 98144 | 206.323.6728 | 206.323.5620 | 7:30am - 6:00pm M-F 8:00am-4:30pm Saturday | La Raie Robles |
| Seattle Automotive Distributing Tacoma | 5801 S Adams | Tacoma | Pierce | WA | 98409 | 253.472.5859 | 253.474.9199 | 7:30am - 6:00pm M-F 8:00am-4:30pm Saturday | Tony Shineman |
| Seattle Automotive Distributing Tumwater | 2775 29th Ave SW | Tumwater | Thurston | WA | 98502 | 360.352.0640 | 360.705.3733 | 7:30am - 6:00pm M-F 8:00am-4:30pm Saturday | Laura Gehrig |

Price Schedule

Seattle Automotive Distributing

| Manufacturer Line | Manufacturer Group | Current Price List | Multiplier |
|---|--|--------------------|--------------------|
| ACDelco OE GM Parts and All Makes Parts | All 57 Product Lines exc. Batteries | WD Cost | + 10% |
| ACDelco Batteries | Batteries | Jobber | -10% |
| Anchor | Motor Mounts, Strut Mounts, Flex plates | WD Cost | +15% |
| Akebono | Ceramic Brake Pads | WD Cost | +15% |
| ATP | Transmission Kits, Solenoids ,Gaskets | WD Cost | +15% |
| Alton Power Equipment | Generators, Pressure Washers | WD Cost | +25% |
| Ammex | Latex, Nytril Gloves | WD Cost | +15% |
| Bando Belts | Serpentine Belts | WD Cost | +25% |
| Better Brake Prod | Brake hardware | WD Cost | +15% |
| BCA National | Bearings, Hubs | Jobber | - 40% (Cost) + 15% |
| Cardone Industries | Motors, ECMs, Distributors, Pumps, all | WD Cost | +15% |
| Carter | Fuel Pumps, Modules, Tank Units | Jobber | - 42% (Cost) +15% |
| Denso | O2 Sensors, new Starters, new Alternators, Spark Plugs, Fuel Pumps | WD Cost | +15% |
| EMPI | New Axles, Half Shafts | WD Cost | +15% |
| Federated Hastings | Oil, Air, Fuel Filters | WD Cost | +15% |
| Federated Raybestos | Brake Pads, Rotors, Drums, Brake Shoes | WD Cost | +15% |
| FelPro | Gaskets inc Performance Gaskets | Jobber | - 30 (Cost) +15% |
| GM Engines, Auto Transmissions | New and Re-Man Engines and SRTA Transmissions | GM Dealer Cost | + 5% |
| Hastings Filters | Oil, Air, Fuel Filters | Blue Jobber | - 58% |
| KYB | Shocks, Struts, Mounts | WD Cost | +15% |
| LittleFuse | Miniature Fuses, Relays | WD Cost | +15% |
| LubeGard | Lubricants | WD Cost | +15% |
| LocTite | Adhesives | Jobber | - 30 (Cost) +15% |
| Moog | Chassis Parts | WD Cost | +15% |
| Motorcraft OE Ford Parts | All Lines Exc Batteries | WD Cost | +15% |
| Motorcraft Batteries | Batteries | WD Cost | +27% |
| National | Oil Seals | Jobber | - 40 (Cost) +15% |
| New Tech/ MCI | New Alternators | WD Cost | +15% |
| Proliance | Heater Cores | WD Cost | +15% |
| Precision | U Joints | WD Cost | +15% |
| Permatex | Sealants, Adhesives | WD Cost | +15% |

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|-----------------------------|--|---------|----------------|
| Standard Flywheel | Manual Flywheels | WD Cost | +29% |
| Sealed Power | Engine Hard Parts | Jobber | -30(Cost) +25% |
| SMP Standard Motor Products | Emission, Switches, Fuel Injection, Wire, Cable, Sensors | WD Cost | +15% |
| Sprayway | Glass Cleaner | WD Cost | +35% |
| StrongArm | Lift shocks, Hatch, Hood, Glass | WD Cost | +25% |
| Sylvania | Lighting Products | WD Cost | +15% |
| Wagner Lighting | Lighting Products | WD Cost | +15% |
| Wagner Brakes | ThermoQuiet Pads | Jobber | -40(Cost) +15% |
| 3M Worldwide | Automotive only-Chemicals, Adhesives, Lubricants | WD Cost | +15% |

In all cases above except ACDelco and Motorcraft, the manufacturer provides a price sheet and/or a price file. The aftermarket manufacturers traditionally update prices quarterly to semi-annually. In most cases, the WD cost is a defined field. If it is not, then the WD Cost field is determined as a discount off Jobber. The WD Cost will be a defined unit cost field within our system.

ACDelco and Motorcraft, although there has been much discussion and a commitment to manage the 'regularity' of price updates continue to update prices monthly.

CONTRACTOR MARKETING PAGE: SEATTLE AUTOMOTIVE DISTRIBUTING

Seattle Automotive Distributing Inc. is a local family owned, Washington State Business for 25+ years. We are the authorized parts source for **Factory Original (OE) Equipment parts from GM and Ford as well as many OES suppliers like KYB, EMPI, Denso and Akebono.** We are the largest domestic OE parts supplier in Washington State. We are currently the only authorized distributor to GM and Ford dealerships in Western Washington.

Our primary customers have traditionally been installers, jobber outlets, and of course, the dealerships. Our 7 distribution warehouse outlets blanket the greater Puget Sound area. We service the I-5 corridors from the Canadian border, southward to Chehalis. Dedicated routes serve the Peninsula and East into Yakima, Ellensburg and Wenatchee. Our 135 employees include highly experienced warehouse outlet personnel, a phone center, and a management team capable of quick decision making. We also have 4 class-7 battery distribution trucks. We have an outside sales staff of 10 with an average of 20 years experience each. Our 10 million dollar on-hand inventory includes 40 major brands to meet most passenger car and light truck parts solutions.

Our products include batteries, filters, brakes, alternators, starters, belts, hoses, ignition, gaskets, seals, lighting, shocks, suspension and chassis parts, fuel and water pumps and much more. We have 4 complete lines of chemicals including Permatex, 3M, GM and Ford OE chemicals as well as specialty lines like Johnson Chemical and Glyclean.

Each branch distribution outlet has approximately a \$1,000,000 dollars inventory. Our main distribution center has the balance of addition stock. We replenish the branch inventories each morning prior to business and we redistribute emergency orders to the branches multiple times each day. Special order needs are provided overnight from all of our suppliers.

We have approximately 90 delivery vehicles and do currently deliver about 2000 invoices a day throughout western Washington. We understand that a vehicle down is costly, so we work hard at providing the best delivery possible and most customers tell us that we are the best at it. In most cases, we maintain an hour or less consistency in delivery within 12 miles from our facilities. Expanded delivery areas are available as pre-arranged.

General Motors and Ford have authorized Seattle Automotive to supply their parts directly to the Dealerships. Our focus has always been to supply OE quality i.e. Good and Best quality. OE parts are the same parts certified, "as built" by auto manufacturers. Automakers original FMVSS testing standards apply. Our parts product quality assurance certifications also include ISO 9001, 9004 and D3EA.

We also bring to the table a complete training program to your technicians. We can provide the same level of technical training classes and instructors provided to Ford and GM dealerships. Training is also available from the OES suppliers like Denso and Standard Motor Parts. This training crosses over specific brand lines and covers most major automakers certification. In-house seminars and hands-on training can be provided at your locations. In addition, TSB's (technical service bulletins), "Techline" call centers, Web based classes, on-line tech advisors, and actual OE Service Information is available from our OE manufacturer programs. Example: The ACDelco Key Fleet Program entitles you a list of additional benefits including this training.

Pricing will be available on-line via TurboParts, our web ordering module. Each location will be able to log in with their specific ID and look up parts, check part availability, pricing and review or reprint invoices and credits. Our offer is determined on a cost plus basis and may be verified with factory price files. We can help isolate the specific areas you need and have them sent to you electronically. We are flexible and able to adapt to your needs. ACDelco and Ford update their price files monthly and most of the remaining suppliers revise only annually or semi-annually. Orders can be easily placed on-line accessing your account status, order history and pre-saved orders for later placement. Each of your locations will have specific ID's routed to pull from the same price matrix. Our phone call center is also available. We have 11 agents available from 7:30-6 M-F and 8-4:30 S. Account numbers, passwords and specific procedures as directed by you can be transitioned into our format.

Contract 01809

Your pricing will be specific to each of your locations from the same master files. We look forward to developing a comfortable and effective relationship with the State of Washington.

Terms & Conditions (Condensed)

Entire "Original Solicitation Document" listing all terms and conditions is available for viewing at:
<https://fortress.wa.gov/ga/apps/ContractSearch/contractsummary.aspx?c=01809>

PART 1 THE SOLICITATION:

1. REMANUFACTURED ITEMS

The term "remanufactured" as used in this contract shall mean the part in question will be remanufactured so that all parts shall meet the Original Equipment Manufacturers (OEM) specifications. The contractor shall not ship Remanufactured parts unless specifically approved by the Purchaser.

2. CORE EXCHANGE/CHARGES

Where a core is applicable to a product being purchased, the contractor shall: (1) Cost the new item purchased at the state contract price less the core credit. (2) Accounting for cores will be accounting method separate from the purchase transaction. Our expectation is the contractor will follow up with the purchaser in the event a core has not been immediately made available for pickup. In the event that the core has not made available for pickup within 2 weeks, the contractor is authorized to charge purchasers credit card for the core credit.

3. ORDER PLACEMENT

Contractor shall accept all service requests under this contract by telephone, fax, email or electronically.

Notify immediately the Purchaser, if a scheduled delivery time will be delayed. If Contractor cannot perform within the service requirements as identified herein, then the Purchaser may cancel the service order with no cost to the Purchaser.

4. ORDERING ASSISTANCE

Contractor may be called upon to assist Purchasers to determine the best service for their situation. This review shall be provided within a mutually agreed time frame at no additional charge.

Contractor will provide list of materials needed for specific projects at no additional cost, if requested by Purchaser. Assistance may also take the form of a suggested "bill of materials" to meet a specific application.

5. PRICE VERIFICATION

Provide price verification to contract users upon request.

Take necessary action to ensure that Purchasers will automatically receive contract pricing, whether or not they identify themselves as an Authorized Purchaser under this contract.

6. ORDER AUTHORIZATION

Account Set-up: New service locations may be added at any time during the term of this contract by Purchaser. Purchaser shall allow the Contractor ten (10) business days to set-up a new location account, visit the site for assessment and arrange service logistics once a purchase or field order is received from the Purchaser.

7. RETURNS OF NEW/UNUSED

Purchaser may return products under the following conditions:

- Contractor agrees that any products purchased through this contract within the past six (6) months may be returned for full credit and without penalty or restocking charges, provided they are in original cartons and are in re-salable condition.
- A copy of the purchase/field order will accompany the fully priced invoice and packing slip.
- Contractor will assist Purchaser in ordering the proper products, accept return of improperly ordered items(s) and reship correct item(s).
- Restocking Standard terms: When Purchaser returns standard items there shall be no restocking fee, provided they are in original cartons and are in resalable condition.
- Restocking for Non-standard items: When Purchaser returns non-standard items there may be a restocking fee, items shall be in original cartons and are in re-salable condition.
- Should an order include a specialty item(s), the Contractor's or manufacturer's restocking fees concerning the specialty item(s) shall be communicated and approved by Purchaser upon receipt of the purchase order.
- Contractor shall arrange for a Call Tag to insure freight is charged to Contractor for defective returns within ten (10) business days.
- Non-returnable Special Ordered Items: Are not returnable, unless Contractor agrees to take back the item.
- Contractor is responsible for shipping costs and arranging for pick-up of any defective returns of items within five (5) business days from notification by Purchaser.

8. DELIVERY AND FREIGHT TERMS

The method of shipment shall be consistent with the nature of the products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the products ordered hereunder that occurs prior to acceptance, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder.

All costs for packaging and or containers shall be borne by the Contractor. All products shall conform to the provisions set forth in the federal, county, state and city laws for their product, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

There shall be no extra charges allowed for delivery beyond the freight charge, except for extraordinary situations or unanticipated change of condition situations, any extra charges are to be pre-approved by the Purchaser in writing.

Contractor shall not charge for daily travel to site or any per diem charges, these items are inclusive in the transportation charge. Per Diem is not allowed under this contract, unless otherwise noted herein.

Special Road Permits/Fees or bridge restriction may affect transportation charge for a location. Any fees and permit costs necessary for transportation shall be direct pass through with no additional fees or charges by Contractor to Purchaser.

9. DELIVERY SCHEDULE

The state reserves the right to refuse shipment when delivered after normal working hours. The Contractor shall verify specific working hours of individual agencies and so instruct carrier(s) to delivery accordingly.

10. DELIVERY NOTIFICATION

- Contractor is responsible for communicating immediately to the Purchaser of any delays or delivery schedule changes.
- Contractor is required to coordinate delivery days/hours with Purchaser prior to making deliveries.
- Purchaser shall immediately notify the Contractor of any delays in the schedule and coordinate a new mutually agreeable delivery schedule.
- Occasionally, circumstances arise beyond anyone's control that may delay delivery (weather, highway construction, concurrent site activities, administrative actions, etc.) or allow delivery slightly ahead of schedule.

In these circumstances, delivery shall be by mutual agreement of both parties and there shall be no additional charges to the Purchaser.

11. LOADING AT SITE

Contractor shall be responsible for off-loading materials from the delivery truck at the destination. Charges associated with off-loading shall not be the responsibility of the Purchaser. Purchaser will not be responsible for additional charges due to the Contractor's failure to properly coordinate the delivery and off-loading.

It is expected that product delivered against this contract will be delivered and off-loaded by the Contractor at Purchaser's receiving dock or job site. Off-loading generally consists of end dump from Contractor's tilt bed truck, hand unloading for more fragile items and/or the removal of product from Contractor's truck with State owned and operated fork lift.

12. DELIVERY LOCATION

Contractor is responsible to verify delivery conditions/requirements prior to the delivery.

Special deliveries requiring a boom truck, fork lift (when not available at the delivery site) and the transport of items beyond the unloading dock will be at an additional cost to Purchaser.

13. Delivery Documentation

Purchaser to work with the Contractor to confirm a Purchaser representative is available to sign delivery tickets or otherwise accept and authorize deliveries.

Liability for product delivery remains with the Contractor until properly delivered and signed for by the requesting department, unless the Purchaser approves of delivery with no signature, in these cases the Contractor shall have a written approval prior to delivery.

The Bill of Lading shall be accurate, complete, and legible, and must contain the following information:

- a) Date of delivery, initialed by driver
- b) Field (Purchase) Order number
- c) State Contract number
- d) Product name
- e) Destination of delivery
- f) Total number of units being delivered

14. CERTIFICATE OF DELIVERY

Certificate of Delivery: At the time of delivery, it is the Contractor's responsibility to have the delivery checked and inspected, shortages identified and the delivery receipt/invoice signed by a designated institution representative. Payment will not be made to the Contractor without a signed delivery receipt/invoice. Depending upon the Purchaser, the Contractor may arrange to submit an invoice after each delivery or consolidate invoices for monthly submittal. The Contractor is responsible for the correctness of each invoice. Product damaged as a result of Contractor negligence will either be replaced or be noted on the receiving report and deducted from final payment.

15. FRANCHISE AND DEALER PARTICIPATION

The Bidder, if representing multiple franchise and dealer locations, shall positively ensure that these locations, as identified in Appendix C Scored Proposal Element have agreed to participate. Following award, refusal by Contractor's location(s) to participate may be considered cause for contract termination.

PART I THE MODEL CONTRACT:

1. CONTRACT SCOPE AND MODIFICATIONS

The Purchasing Activity reserves the right to modify this Contract by mutual agreement between the Purchasing Activity and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Procurement Coordinator.

2. ESTIMATED USAGE

The State of Washington manages the largest vehicle fleet in the State of Washington. We estimate our vehicle parts purchases over the initial three year term will be \$15,000,000.00

The purchase of Auto Parts should not be viewed as single stand alone purchase decisions but, a cycle of purchases that are based on the purchasers' knowledge and experience gained from numerous transactions.

It should be understood that some purchasers may determine that this Just-in-Time program is not consistent with their needs. Why? A fleet facility may need to carry inventory to meet their program needs. In this instance the purchaser is free without obligation to purchase other than this contract consistent with the organizations purchasing rules. Additionally, there will be instances where the purchaser will accept deliveries beyond the expected 1 hour delivery standard.

The State does not guarantee any minimum purchase. Orders will be placed by on an as needed basis.

3. CONTRACT TERM

Term: From date of award (which is projected to be within 90 days after bid opening date), with an initial three year contract term, with the option to extend for additional terms or portions. Extensions will be subject to mutual agreement. The total contract term may not exceed nine (9) years not including over lapping coverage.

Overlapping coverage: At the time of contract expiration, the state reserves the right to allow overlapping contract coverage. The rational for such action is to allow the contractor the opportunity to reduce inventory levels which may be higher as a result of the state purchase pattern and to allow the new contractor flexibility to review their inventory position. The overlapping coverage may be equal to 1 month for every year of contractor performance.

4. PURCHASING ACTIVITY PROCUREMENT COORDINATOR

The Purchasing Activity shall appoint a single point of contact that will be the Procurement Coordinator for this Contract and will provide oversight of the activities conducted hereunder. The Procurement Coordinator will be the principal contact for Contractor concerning business activities under this Contract. The Purchasing Activity will notify Contractor, in writing, when there is a new Procurement Coordinator assigned to this Contract.

5. CONTRACT PRODUCT CHANGES

A Contractor may propose a revision to its offerings to reflect changed Products appropriate to the scope of the Contract, and may propose such new Products with associated prices to the GA Procurement Coordinator for approval. Procurement Coordinator has the sole discretion in approval of addition of revised offerings and pricing. New or changed Products proposed by Contractor must meet the requirements established in this solicitation document or subsequent revisions. If approved by GA, the new Products will be added to the Contract by written amendment.

6. CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;

2. Identify the Contractor's Representative, who will be the principal point of contact for the Purchasing Activity Procurement Coordinator concerning Contractor's performance under this Contract.
3. Immediately notify the Procurement Coordinator in writing of any change of the designated Contractor's Representative assigned to this Contract; and
4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.

Be bound by all written communications given to or received from the Contractor's Representative.

7. CONTRACT MANAGEMENT

Upon award of this Contract, the Contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that Contractual obligations will be fulfilled.
2. Promote and market the use of this Contract to all authorized Contract Purchasers.
3. Ensure that those who endeavor to utilize this Contract are authorized Purchasers under this Contract.
4. Assist Purchasers in the following manner, at no additional charge, to make the most cost effective, value based, purchases including, but not limited to:
 - a) Visiting the Purchaser's site and providing Purchaser with materials/supplies/equipment recommendations.
 - b) Providing Purchasers with a detailed list of Contract items including current Contract pricing and part numbers.
5. Shall designate a Purchaser service representative who will be responsible for addressing Purchaser issues including, but not limited to:
 - a) Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation, and;
 - b) Providing Purchasers with regular and timely status updates in the event of an order or repair fulfillment delay.
 - c) Acting as the lead and liaison between the manufacturer and Purchaser in resolving warranty claims for Contract items purchased.

8. CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Procurement Coordinator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

9. SALES & SUBCONTRACTOR REPORTS

Contractor shall provide a Sales and Subcontractor Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

10. OTHER REQUIRED REPORT(S)

All reports required under this Contract must be delivered to the Procurement Coordinator. Contractor may be required to provide a detailed annual Contract sales history report that may include but is not limited to products

description, part number, per unit quantities sold, Contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the Contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of General Administration. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

12. PRICING METHOD AND ADJUSTMENTS

Contract Net Pricing: Contractor shall provide and maintain a Net Price Catalog for Purchaser's use. This catalog shall be used by Purchasers to identify item pricing. Net Price Catalog is specific and unique to this contract and is based upon award. Net Price Catalog shall be the source of pricing at the time of order, less any additional discounts offered by the contractor.

Net Price Catalog shall list contract items and applicable net contract prices. All updates shall be consistent with Contractor's Price Schedule Offer and accepted by the State.

Net Price Catalog shall be available for viewing and price verification on the Contractor's internet site unless the contractor does not have an internet site, then Contractor shall make the catalog available, upon request.

During the term of the contract, Contractor may offer a better discount for specials or manufacturer's discounts.

Pricing Schedule: The schedule is a full range of parts by categories and subcategories with corresponding pricing multiplier (percentage up or down) from approved Price List.

Pricing for individual items within a particular price list can change consistent with the market and without prior approval of the state, as long as the multiplier percentage remains unchanged.

Price Adjustment: The bid percentage multiplier for the Price Schedule shall remain firm and fixed for twelve months after the effective award date. Thereafter percentage multiplier cannot change without prior petition and approval of the state. A minimum of sixty calendar days advance written notice of price increase is required which is to be accompanied by sufficient documentation to justify the requested increase. Documentation must be based on United States published indices such as the Producer Price Index acceptable to the state. Acceptance will be at the discretion of the State Procurement Coordinator and shall not produce a higher profit margin than that established on the original contract pricing. Approved price adjustments shall remain unchanged for at least 180 calendar days thereafter.

All bids must be submitted in the format provided herein.

All pricing/discounts offered are to be FOB Destination, freight prepaid and included, for all locations within the State of Washington.

Pricing offered shall include the costs of bid preparation, servicing of accounts, administrative fee of one percent, and all contractual requirements.

13. PRICE PROTECTION

General Administration (GA) will maintain Contract information and pricing and make it available on the GA web site. The Contract prices are the maximum price Contractor can charge. The Contractor may also offer volume discounts to Purchasers.

During the Contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the Contract price retroactive to the date the price decline or cost reduction was available to the Contractor.

During the term of this Contract, should the Contractor enter into pricing agreements with other Purchasers providing greater benefits or lower pricing, Contractor shall immediately notify the Procurement Coordinator and

amend this Contract to provide similar benefits and pricing to the Contract Purchasers if the pricing agreements with other Purchasers offer similar usage quantities and similar conditions impacting pricing. Such notification shall include relevant provisions and details of the pricing agreements or Contracts necessary to enable the Purchasing Activity to fully evaluate the greater benefits or lower pricing provided under those agreements or Contracts. In addition to Contractor amending this Contract to reflect the greater benefits or lower pricing provided in other pricing agreements or Contracts, Contractor shall apply the related greater benefits or lower pricing retroactively to the date of such pricing agreements or Contracts for all purchases under this Contract.

14. NO ADDITIONAL CHARGES

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Procurement Coordinators sole discretion, additional charges may be allowed.

15. REMANUFACTURED ITEMS

The term "remanufactured" as used in this contract shall mean the part in question will be remanufactured so that all parts shall meet the Original Equipment Manufacturers (OEM) specifications. Unless specifically requested by Purchaser, no product substitutions will be allowed.

16. CORE EXCHANGE/CHARGES

All parts supplied which require core exchange shall be monitored by the successful bidder(s) to ensure proper cores are returned to the bidder. Core credit is to be issued the same day as received. Any core that is not usable or not returned shall be billed at the core price listed in the manufacturer's price sheet for that particular part.

17. RECALL NOTIFICATION

In the event of a product recall (or product service bulletin, etc.), the Contractor will notify the State Procurement Coordinator of the recall in addition to affected Purchasers.

18. SATISFACTION GUARANTEE

Bidder agrees that all parts purchased on this contract are supplied with a 100% satisfaction guarantee. All parts not meeting the form, fit, and/or function requirements for the legal purposes of the Purchaser will be provided a full refund including return shipping charges.

19. SERVICE EXPECTATIONS

Contractor(s) will:

- Review the impact of this award and take the necessary steps to ensure adequate coverage and contract compliance.
- Assist purchasers in making cost effective purchases. This assistance should include, in part, suggesting alternate brands, new methods, and economic order quantities.
- Promote and market the use of this contract to all eligible purchasers including State and Procurement Cooperative Members.
- Take necessary action to ensure that authorized purchasers will automatically receive contract pricing.
- Ensure that those who use this contract are authorized State Purchasing Cooperative (SPC) members.
- Provide price verification to contract users upon request.
- Establish internal audit procedures to ensure the state is receiving the correct contract pricing.

20. TERMINATION FOR CONVENIENCE

The following supersedes Contract Termination paragraphs 1.84 through 1.92. Either the Contractor or state may cancel this contract without cause for any reason with 60 days prior written notification.

21. IMPLEMENTATION PHASE

Contractors will be allowed a 45 day grace period during the implementation phase of the contract to ramp up resources. The implementation phase is defined as the time for the contractor to plan and implement any new business processes in order to answer to the need laid forth in this contract. This can involve hiring efforts, training personnel, replenishing/augmenting inventory levels etc.

22. CUSTOMER SERVICE TEAMS

Contractor and state will form respective Customer Service Teams for the purpose of implementing and managing process changes. The first meeting will be within 2 weeks of the effective date of the award. It is expected that the team will be active throughout the contract term.

As this solicitation and resulting contract change the way the state purchases vehicle parts, it's important for the state to monitor and track vendor performance relative to the impact on purchasers' resources. To that end, the Office of State Procurement will ask purchasers and the Customer Service Teams to develop performance measures to adequately assess the value of this contract.

Performance measures may include the following as adopted by the Customer Service Teams: Delivery within 1 hour, On-time delivery for product beyond 1 hour, Parts inventory per vehicle, number of vehicles serviced, number of call backs and daily vehicle repair rate.

23. INSPECTION AND REJECTION

The Purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to Contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

24. IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

25. PAYMENT, INVOICING AND DISCOUNTS

Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Payment is the sole responsibility of, and will be made by, the Purchaser.

Each invoice shall be identified by the associated Contract Number; the Contractor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW , if Purchaser fails to make timely payment(s), Contractor may invoice for 1.0 percent per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

26. AUDITS

Contractor shall on an annual basis perform a random audit of all invoices to ensure pricing accuracy and provide this audit report to the Office of State Procurement. Audit shall include a minimum of (5) percent of all invoices for the reporting period. There shall be no cost to the state for this requirement. An unfavorable audit may be considered a breach of the Contract and the state, at its sole discretion, may provide the Contractor an opportunity to correct the negative finding(s) or cancel the contract immediately

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for Contract termination.

27. PRODUCT WARRANTY

Products provided by Contractors shall be commercial grade and meet all federal, state and local standards for quality and safety. Products not meeting these standards will be deemed unacceptable and returned to the Contractor for credit at no charge to the Purchaser. All products purchased must carry a standard manufacturer's warranty.

28. COST OF REMEDY

Cost of Remediating Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

29. RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

30. GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937 , RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or Contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in Contractual matters relating to the purchase of goods or services.

31. INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insured's under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

1172-11



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Fleet Vehicle Parts, Statewide (Just-In-Time)



Contract#: 01809 **Replaces:** 06302

This contract is for Just In Time delivery (1 hour) for Fleet Vehicle Parts and batteries for the maintenance and repair of passenger, medium duty and heavy duty trucks, off road construction, transit, agriculture, warehouse and marine vessels.

Lead Free Wheel Weights currently available through:

- 1) Napa - Steel wheel weights, same day delivery available in small quantities from company owned stores.
- 2) Carquest - Steel and Zinc wheel weights, 2 day delivery

Current Term Start Date: 08-10-2009 **Award Date:** 07-31-2009

Est. Annual Worth: \$11,989,051

Current Term Ends On: 08-09-2012 **Final Term Ends On:** 08-09-2018

Commodity Code(s): 110-09 ,110-13 ,110-18 ,110-22 ,110-26 ,110-33 ,110-40 ,110-48 ,110-56

Diversity: 0% WBE 0% MBE

of Bids Received: 6

Contact Information: Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Who can use this contract?

- Washington State agencies
- Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- Participating Colleges, Universities, Community & Technical Colleges
- Oregon Coop Members

Contract Documents & Resources

- View Current Contract Information (CCI)
- Original Solicitation Document
- Contract Activity
- Submit Contractor Feedback
- Best-buy Notification

Contractor(s):

AUTOZONE STORES INC

CARQUEST AUTO PARTS

GENUINE PARTS CO. DBA NAPA

PARTS WHOLESALERS INC.

SEATTLE AUTOMOTIVE DISTRIBUTING INC.

Information about the number of bids received is included to show:

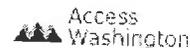
- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

Performance Based Contracting:

Performance-based contracts identify expected deliverables, performance measures or outcomes; and payment is contingent on their successful delivery. Performance-based contracts also use appropriate techniques, which may include but are not limited to, consequences and/or incentives to ensure that agreed upon value to the state is received.

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