

## DocuSign City Council Transmittal Coversheet

RFP	5641
File Name	Fleet Integrated Parts Inventory Support Services
Purchasing Contact	Cindy Alonzo
City Council Target Date	June 21, 2016
Granicus #	
Ordinance #	

**CONTRACT BY AND BETWEEN  
CITY OF DENTON, TEXAS AND GENUINE PARTS COMPANY  
(D.B.A. NAPA AUTO PARTS)  
(RFP # 5641)**

June 21, 2016

**THIS CONTRACT** is made and entered into this date \_\_\_\_\_, by and between Genuine Parts Company, d.b.a. NAPA Auto Parts, a corporation, whose address is 2999 Circle 75 Parkway, Atlanta, Georgia 30339, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**SCOPE OF SERVICES**

Supplier shall provide products and/or services in accordance with the City's document RFP 5641 – Fleet Vehicle and Equipment Integrated Parts Inventory Support Services, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) Revised and Negotiated Scope of Work (**Exhibit "B"**);
- (c) Sample Profit and Loss Statement (**Schedule 1**)
- (d) Standard Terms and Conditions (**Exhibit "C"**);
- (e) Insurance Requirements (**Exhibit "D"**);
- (f) Lease Agreement (**Exhibit "E"**);
- (g) Request for Proposal (RFP) (**Exhibit "F" on File at the Office of the Purchasing Agent**);
- (h) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**);
- (i) Contractor's Best and Final Proposal (**Exhibit "H"**)
- (j) Sample Reports (**Exhibit "I"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

**CONTRACTOR**

DocuSigned by:  
*Stu Kambury*  
BY: DEFC3964E8624EA...

AUTHORIZED SIGNATURE

Date: 6/13/2016

Name: Stu Kambury

Title: Division VP

214 414-1700

PHONE NUMBER

Stu\_kambury@genpt.com

EMAIL ADDRESS

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

DocuSigned by:  
*Jennifer Walters*  
BY: C5BFAFC1821946D...

**CITY OF DENTON, TEXAS**

DocuSigned by:  
*George C. Campbell*  
BY: 4884E925F0E6486...  
GEORGE C. CAMPBELL, CITY MANAGER

Date: June 21, 2016

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

DocuSigned by:  
*John Knight*  
BY: C621996C2A2B439...

**Contract #5641**  
**Exhibit A**  
**Special Terms and Conditions**



## **Special Terms and Conditions**

### **Total Contract Amount**

The contract total for services shall not exceed an annual amount of \$4,000,000 for a total not-to-exceed amount of \$12,000,000. Pricing shall be per Exhibit B attached.

### **Contract Terms**

The contract term will be one (1) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional two (2) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall be renewed each year, from the date of award by City Council, upon mutual written agreement by both parties. The City shall notify the Contractor at least ninety (90) days prior to the scheduled renewal date in accordance with the terms set forth hereinunder. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

### **Pricing**

The pricing for all normally stocked, and locally available, items will be furnished FOB Destination, Prepaid and Allowed, and the prices quoted for all non-stock items, non-locally available items, special/custom and emergency orders will be furnished FOB Destination, Prepaid and Added, which means that the Contractor initially pays the freight and then adds the freight charges to its invoice to the City for reimbursement.

### **Firm Pricing Profile**

The parties agree that Contractor's pricing profile shall remain firm, but prices on individual products shall increase and decrease throughout the term of the Contract.

### **Price Adjustments**

As stated above in the section entitled Firm Pricing Profile, prices on individual products shall increase and decrease throughout the term of the Contract.

### **Cooperative Purchasing**

This contract will be available for use by **all governmental entities**, providing there is no conflict with any applicable statutes, rules, policies, or procedures. The governmental entities will have the option to use the pricing as agreed to within the resulting contract.

Governmental entities will issue their internal purchase orders directly to the Contractor, however, shall reference and cite the City of Denton contract number within the purchase order document.

After award, the Contractor agrees to collect, on behalf of the City, a service fee in the amount of **0.25% of the dollar amount of all issued purchase orders generated** from any governmental entities contracted, based on the use of this contract. The Contractor further agrees to remit the service fee by check on a quarterly basis for the previous quarter spent through this

contract, to Julia Klinck, Contract Administration Supervisor, at 901B Texas Street, Denton, Texas 76209, on or by the fifteenth (15<sup>th</sup>) day of each month, following the end of the quarter. The Contractor shall also provide quarterly sales reports from the contract awards and Purchase Orders issued from the Contract, for the purpose of billing and collecting the service fee, and for compiling required purchasing history. This report shall be sent to [purchasing@cityofdenton.com](mailto:purchasing@cityofdenton.com) on or by the fifteenth (15<sup>th</sup>) day of each month. The Contractor further agrees that the City of Denton shall have the right, upon reasonable written notice, to review the Contractor's records pertaining to purchases under this awarded contract to verify the accuracy of service fees charged to the Contractor.

### **Intellectually Property Indemnification**

This section only applies to software owned by the Contractor and made available to the City. The contractor will indemnify, defend and hold harmless the City, and its authorized users, against any action or claim brought against the City, or its authorized users that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. Contractor will pay any damages attributable to such claim that are awarded against the City or its authorized users, in a judgment or settlement. If the City or its authorized users' utilization of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the City, or its authorized users, the Contractor shall, at its sole expense (1) procure for City or its authorized users, the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

### **Rights to Data, Documents, and Computer Software (Governmental Entity Ownership)**

Any research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be delivered to the City by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the City; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work.

The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works. For the avoidance of any doubt, the parties agree that Contractor cannot assign or leave with the City its proprietary TAMS (Total Automotive Management System) upon termination or expiration of the Contract.

### **Patent Rights**

The Contractor agrees to provide an indemnity for intellectual property claims based on intellectual property rights owned by Contractor but cannot provide a direct copyright, trademark or patent indemnity for the products supplied pursuant to the contract, as contractor does not manufacture the products. Contractor can agree to use reasonable commercial efforts to assist the City in processing any infringement claim against the applicable manufacturer.

### **No Liquidated Damages**

The parties agree that no liquidated damages of any kind will be assessed against Contractor under this Contract for any reason.

### **Warranties**

All products supplied pursuant to the contract are subject to the terms of written warranties provided by the manufacturer of each product, and contractor shall use reasonable commercial efforts to assist the City in processing all warranty claims that the City may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the products supplied to the City hereunder. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the City upon request.

However, the Contractor shall pass through all available warranty benefits from the applicable manufacturer to the City. In the event that any product does not conform to the manufacturer's warranty, the City may return such product to Contractor and Contractor will process the City's warranty claim with the manufacturer of the defective product. After the manufacturer has accepted the claim from Contractor, Contractor, as the City's sole and exclusive remedy and the contractor's sole liability, shall either, at its option: (i) replace the product with a conforming product or (ii) issue a credit or refund for the price of the product.

### **Shipping, Delivery, and Packaging**

#### **Identification of Shipments:**

In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.

#### **Packaging and Labeling:**

Contractor will use commercially reasonable efforts to ensure that all items shipped will be properly labeled, with weather resistant labeling, showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.

#### **Special Delivery Requirements:**

City Department representatives may have specific, internal delivery rules and policies. These will be provided on each purchase order issued. The contractor(s) will be required to adhere to those requirements.

**Hours of Delivery:**

Stock orders for inventory replenishment shall be delivered during the overnight shift hours of 10:30 p.m. to 12:00 a.m. (Central) unless prior approval for after-hours delivery has been obtained from the City. In the event of any approval by the City for after-hours delivery, Contractor may not invoice any additional charges for that delivery. Contractor is encouraged to obtain City's hours of operation at time of order.

Daily parts deliveries shall be accepted by City staff in between the hours of 6:30 a.m. and 5:00 p.m. (Central).

**Delivery Schedule:**

Respondent's shall furnish, in the space indicated on the price sheet, a delivery schedule for each line item as to time required for delivery after receipt of order (ARO) under normal conditions. Delivery Days means calendar days, unless otherwise specified. Failure to state delivery time may disqualify Respondent. The City of Denton, at its sole option, may choose to negotiate delivery times.

**Delivery Delays:**

If delay is foreseen, Contractor shall give written notice to the City and must keep City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the City to purchase goods and services of this solicitation elsewhere. The parties agree that Contractor will use reasonable commercial efforts to meet required delivery times, but conditions out of Contractor's reasonable control, such as adverse traffic or weather conditions, may delay deliveries and contractor will not be liable in any manner for such delayed deliveries.

**Compliant Products:**

Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the contractor delivers products or materials in full compliance with the specifications to City's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. City reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

**Restocking Fee:**

The City may request that a contractor accept return of merchandise already delivered or that a contractor cancel an order prior to delivery. If the return is required through no fault of the contractor, the contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the City determines that the charge is justifiable. As a guideline, such charges shall not exceed 10%. There shall be no fees charged for cancellation of an order prior to shipment by the Contractor.

**Safety and Environmental Hazards**

The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards (including premises and special defects) may exist at the City's facilities. Notwithstanding the foregoing, the City shall, at all times during the term of the contract, at the City's sole expense, maintain in good condition and repair (so as to prevent any

damage or injury to contractor's employees, the inventory or other personal property located in the on-site store(s)) the roof, exterior walls, foundation, and structural portions of the on-site store(s) and all portions of the electrical and plumbing systems lying outside of the on-site store(s) but serving the on-site store(s).

All contractors to the City are required to ensure absolute safety standards are applied and enforced. City will not be liable for injuries to Contractor employees to the extent such injuries are caused by the negligent acts or omissions or intentional misconduct of Contractor or its employees. Likewise, Contractor will not be liable for injuries to City employees to the extent such injuries are caused by the negligent acts or omissions or intentional misconduct of City or its employees. Known hazards shall immediately be reported and all safety precautions shall be taken to prevent potential safety issues from occurring.

**Contractor Standards of Performance**

Monthly Time Standards - Contractors shall fully understand that the City relies on the product or service of the solicitation to provide vital municipal services, and the availability and reliability of the equipment is of the essence. With this in mind, the Contractor shall meet the following performance standards at all times. Labor disputes, strikes, and other events, except those beyond the Contractor's control such as acts of God, shall not relieve the Contractor from meeting these standards. For service category, the Contractor must ensure the given level of service is achieved, within the designated number of working hours.

Contractor shall deliver goods or services within specified delivery times for 95% of all orders.

**Contract #5641**  
**Exhibit B**  
**Revised and Negotiated Scope of Work**

## SCOPE OF WORK

Services to be rendered shall include, but not limited to, the following particular tasks:

### A. PARTS INVENTORY REQUIREMENTS

#### 1. Parts and Supplies

The contractor shall provide automotive and equipment parts and supplies required to service and repair the City's diverse fleet of vehicles and equipment. The Contractor shall only charge the City for parts actually requested by authorized City personnel. The City further requires that in every application, where reasonable and acceptable, the offeror shall provide rebuilt, refurbished, recycled or refined products that meet or exceed Original Equipment Manufacturer (OEM), Society of Automotive Engineers (SAE), Underwriters Laboratories (UL), Military Standard Specification (Mil-spec), American National Standards Institute (ANSI) or other industry quality standards. All hydraulic equipment, components and parts must meet Joint Industry Council (JIC) and SAE specifications.

Contractor shall provide contractor's brand parts which meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standards whenever possible. The City strongly encourages the usage of lower cost contractor/non-Original Equipment Manufacturer (OEM) brand parts; therefore, the Contractor shall aim to supply 50 percent of the parts inventory with contractor's brand parts meeting the City's quality standards as discussed in the Quality of Parts section. City prefers Contractor branded parts, when available, to achieve the lowest possible landed cost for the part and to lower the City's risk of required buy back for the non-Contractor branded parts on hand upon the contract termination, expiration or non-renewal.

#### 2. On-Site Parts Inventory

The contractor shall provide both Target and Non-target on-site parts inventories adequate to meet the parts availability performance standards mutually agreed upon by the City and the Contractor (See minimum recommended parts list).

In the event, the Contractor cannot supply a part in a timely manner or at a reasonable cost, the Contractor shall agree to allow the City to buy parts from third party vendors. City reserves the right to obtain required parts from other sources or to demand expedited delivery services if the Contractor indicates that specified service standards cannot be complied with.

#### 3. Price Comparison

City of Denton has the right to conduct quarterly parts price comparison to ensure the City is obtaining the best value. Contractor and the City shall develop mutually agreeable random comparison criteria for a quarterly report comparing prices paid for parts issued to the City with those paid by other Contracted NAPA IBS entities in this region. Contractor shall provide the City with quarterly reports for all parts issued during the preceding quarter, detailing actual prices paid to their suppliers and prices billed to the City for statement validation and price comparison purposes. The Quarterly Top 100 Parts Report, which a sample is attached hereto and incorporated herein by reference as Exhibit "I". The Contractor shall continually work to lower the cost of parts acquisition. All rebates and discounts shall be used to lower the acquisition cost to the City and will be applied to the monthly Profit and Loss statement.

#### 4. Multiple Quotes Requirements

The Contractor shall obtain three (3) price quotes for all non-Contractor brand parts exceeding \$3,000. The lowest quoted part, meeting specifications, shall be purchased for sale to the City upon written approval by the City's Fleet Superintendent, or his designee. For audit purposes, CONTRACTOR shall attach "3-bid Quote forms" with approval signatures to all invoices containing parts covered under the requirements of this section

#### 5. Tax Exemption for Parts and Supplies

In accordance to Section 151.309 of the Texas Tax Code, the City is exempt from being charged for all taxable items sold, leased, or rented to, or stored, used, or consumed by the City. All parts and supplies purchased on the behalf of the City shall be purchased under the tax exemption status. The Contractor shall not be authorized to purchase goods or services, through the tax exempt status, that will not be re-sold to or utilized by the City.

#### 6. Quality of Parts

Contractor will use commercially reasonable efforts to ensure that the parts supplied by Contractor meet or exceed the quality of the parts furnished originally for the equipment (OEM or equivalent). If the original manufacturer updates the quality of the parts for current production, the Contractor will use commercially reasonable efforts to ensure that parts purchased after that change shall meet or exceed the updated quality specification. If more than one (1) grade of product is available that meets the



requirements of this section, the City may designate which grade shall be made available for use. The City will accept only quality "first" lines from nationally recognized vendors and not "second" lines of substandard quality. The City may at any time refuse any particular product, and require a specific substitute to be used. Rebuilt or remanufactured parts must conform to the manufacturer's recommended reconditioning tolerances.

#### a. Quality Assurance Program

The Contractor shall implement a Quality Assurance Program for the management of the parts supply function. The program shall include provisions for meeting specified performance standards, for providing high quality parts, and for providing a high level of customer service. A mandatory component of the Quality Assurance Program shall be periodic customer satisfaction surveying. At a minimum, the Contractor shall conduct an annual survey of maintenance, administrative and operating department personnel. The Contractor's Quality Assurance Program shall also define a role for the City in maintaining high quality service. The Contractor's proposed Quality Assurance Program must be described in detail, as part of its proposal. The Quality Assurance Program written guidelines and procedures shall be submitted to the City for review and approval. Additionally, the Contractor shall provide a summary of the surveys to the City for review.

### 7. Material Safety Data Sheets

The City maintains a cataloging system for all chemicals, chemical compounds, and chemical mixtures. The Contractor shall provide a Material Safety Data Sheet (MSDS) for all chemicals and parts containing any potential hazardous material. The MSDS documents shall be kept up-to-date and available to City staff at all times.

### 8. Annual Inventory Turns

The contractor shall maintain a baseline target of 4.0 inventory turns annually for all inventory items. Annual inventory turns is defined as the annual cost of goods sold divided by the average annual inventory value. The City, and the Contractor shall reserve the right to request the removal of inventory items that are turning less than 4 times per year. City staff shall evaluate the request of the contractor, and the stock levels, to determine whether to maintain these items in inventory.

## B. DESIGNATION OF PARTS

### 1. Required Parts – Preventative Maintenance and Critical Needs (100% stocking rate)

Required parts are identified below. Required Parts are subject to the detailed cost proposal submittal requirements and parts availability time standards of this solicitation for Required Parts.

<b>REQUIRED PART CATEGORIES:</b>
Filters: Oil, Fuel, Transmission, Coolant, Hydraulic, and Air
Wiper Blades and Wiper Arms
Light bulbs, Lights, and Lenses
Belts and Hoses (non-hydraulic) (Gates or approved equal)
Hydraulic hoses and fittings (Gates or approved equal)
Brake Parts: Pads, Shoes, Drums, Rotors, and Hardware Kits
Batteries: Automotive, Truck, Construction, Lawn Equipment
Alternators
Electrical Switches
Air Conditioning Parts and Refrigerant
Bearing and Seal Parts
Sanitation Vehicle Parts
Fire Apparatus Parts

The City and the Contractor shall, in conjunction, conduct an annual review of all parts designated as required parts and identify an updated list of specific required parts within these categories. The current required parts are identified on the first worksheet of the Excel Pricing Sheet (Exhibit 1). This list shall serve as the initial contract year's required parts. The Contractor shall maintain 100 percent stocking compliance with the parts identified in the pricing sheet.

#### a. Preventative Maintenance Parts

The City's Fleet Services Department is responsible for ensuring that all vehicles and equipment in the City's fleet is in a continuous working condition; therefore, Fleet Services utilize a comprehensive preventative maintenance schedule. The contractor shall be responsible for ensuring all parts designated for the preventative maintenance program are available when the parts are scheduled to be purchased and utilized. The

City expects 100 percent fill rate for these parts. On the last day of each month, Fleet Services staff will publish and provide the contractor the preventative maintenance schedule for all City vehicles and equipment that are assigned to the preventative maintenance program. A list of the parts designated for the preventative maintenance program is provided in Exhibit 4 of this RFP.

b. Critical/Emergency Purpose Parts

The City's Fleet Services Department has identified parts designated as critical parts in order to quickly bring essential fleet vehicles back into service, ensuring the health and safety of the City's citizens and visitors. The contractor shall be responsible for ensuring all parts designated for **critical or emergency purposes are available at the on-site store at all times**. The City expects 100 percent fill rate for these parts. A list of critical or emergency purpose parts is provided in Exhibit 5 of this RFP. The part numbers as shown on the list are a mixture of the current contractor's specific part numbers and the manufacturer's standard numbers. Some of these part numbers will need to be cross referenced.

2. Non-Required Parts

Any part not encompassed by the definition of Required Parts described in this solicitation is designated as a Non-Required Part and is subject to the proposal submittal requirements and parts availability time standards of this solicitation for Non-Required Parts. The City and the Contractor shall identify a list of specific non-required parts within these categories on an annual basis. These non-required parts shall be filled on a 95 percent fill rate basis at all times. The parts shall be filled within 48 hours to achieve the 95 percent fill rate requirement.

3. Non-Stocked Parts

The contractor shall be responsible for researching and locating non-stocked parts which may be required in the repair or maintenance of a vehicle. The City reserves the right to audit and verify cost reasonableness on these parts. The Contractor shall submit the actual quoted pricing documentation to the City staff for review, and approval. Contractor shall be responsible for all restock fees except for when the City orders a part and then decides the part is not necessary.

## C. CONTRACTOR PERSONNEL REQUIREMENTS

1. On-site Personnel

The contractor shall provide a maximum number of three (3) full-time on-site personnel required to meet the parts availability performance standards mutually agreed upon by the City and the Contractor. All of the assigned full-time personnel shall be ASE Certified Parts Specialists. Counter personnel are responsible for researching to insure the proper part is placed on order. Contractor will be responsible for costs incurred when a wrong part is received. One of the three (3) full-time on-site personnel shall be a manager who has vast parts room experience. One (1) part-time driver, working up to a maximum of 30 hours per week, shall be available to deliver parts to the City's off site locations. The driver shall maintain a good driving record for the duration of the contract.

<b>Position</b>	<b>Maximum Hours per Week</b>	<b>Maximum Annual Hours</b>
Certified ASE Parts Room Manager	40	2,080
Certified ASE Parts Counter Person	40	2,080
Certified ASE Parts Counter Person	40	2,080
Parts Delivery Driver	Up to 30	Up to 1,560

## 2. Personal Characteristics

Provide strong leadership for the operation. Possess personal drive, self-motivation and take initiative to accomplish all offeror's and City's goals. Possess a willingness and ability to learn, analytical problem solving skills, high character, and always deals fairly with both employees and customers. Offeror personnel shall obtain within nine (9) months of contract initiation, or retain current Automotive Service Excellence (ASE) and other available certifications and driver's license requirements to perform daily functions of supplying parts and to perform reasonable activities as requested by the City.

## 3. Contractor's On-Site Manager

The Contractor's on-site Manager and other key personnel shall have proven technical and managerial experience in the field of fleet maintenance and parts procurement and be approved by the City. It is further expected that any person in a supervisory position shall be 'ASE' Parts Specialist P1 or P2 certified, or attain such designation within nine (9) months of contract initiation. The Contractor must make available its nominee for on-site Manager during any negotiations with the City, should the Contractor be invited for an interview. The Contractor's on-site Manager shall not be changed without prior approval of the City. The City must approve the individual who replaces the current on-site Manager. The Contractor's proposal to change its on-site Manager must include

an implementation plan. All Contractor personnel must conform to City conduct standards for the term of the contract. All Contractor personnel shall maintain and express excellent standards for fast, efficient, friendly, and effective customer service.

#### 4. Selection of Personnel

The Contractor shall select personnel with outstanding customer service skills to perform the services outlined in this proposal. The Contractor shall provide evidence of certificates or any other special training of personnel responsible for performing services outlined in this proposal. All contractor personnel shall obtain at least one (1) ASE Parts P1 or P2 Certification within nine (9) months from contract award.

#### 5. Service Delivery

The latest upgrade to the City's FASTER Fleet Management software provides the capability for the technician to order parts "on-line" to the parts room. It is the City's intent to utilize this capability and have the Contractor deliver parts to the technician's bay once the order is assembled within ten (10) minutes. This concept will initially begin with the contractor building Preventative Maintenance kits for equipment in the City's fleet.

#### 6. Counter and Emergency Support Services

The Contractor shall provide on-site counter service to meet the parts availability standards defined during negotiation of any contract resulting from this solicitation. Counter service shall be provided at the City's Fleet Services parts warehouse during normal hours of operation and will consist of no less than two (2) counter service personnel during the hours of 7:00 a.m. to 5:00 p.m., and no less than one (1) counter service personnel during the hours of 5:00 p.m. to 10:00 p.m., Tuesday through Friday. Fleet Services maintenance facility hours of operation are Tuesday through Friday, 7:00 a.m. to 10:30 p.m. and Monday 7:00 a.m. to 3:30 p.m. Fleet Services is closed on weekends and City holidays except for emergency situations. The City's holiday schedule is provided in Attachment A. The normal hours of operation may change due to the operational needs of Fleet Services and other City Departments.

The contractor shall provide overtime and emergency service support outside of the normal working hours designated in this solicitation. The overtime expense (calculated at time and one half) will be charged on a cost basis to the City. The City will notify the Contractor when a requirement exists and the nature and anticipated duration of the response needed from the Contractor. The Contractor shall use its best efforts to be on-site to provide service with an appropriate complement of personnel within 30 minutes (.5) hour of notification that such services are required. Contractor coverage for

Emergency Services shall be on a 24-hour basis until the emergency has cleared or as directed by the City's Fleet Superintendent.

The Contactor shall provide an Emergency Personnel Contact List including a phone number, preferably mobile phone number, where each person can be reached outside of normal working hours. The City prefers a main contact person, a backup person, and an emergency contact phone number at the Contractor's corporate office.

#### 7. Delivery Vehicle

The Contractor shall provide a reliable vehicle to be utilized by the Contractor's part-time delivery driver to pick up and deliver parts ordered and purchased by the City. The contractor shall provide the following items for the vehicle: fuel, insurance, parts, and maintenance of the vehicle performed off site. Delivery Vehicle expenses, including but not limited to depreciation/lease expense, fuel, parts, and maintenance of the vehicle, to be performed off site, shall be included as a pass-through expense with no additional markup in the monthly operational expense billing.

#### 8. Tire Repair and Replacement Support Services

The City utilizes, through a separate contract, a third party tire service provider for installation of new tires and to repair used tires as needed. The tires shall be purchased by the City through a separate tire inventory contract.

The Contractor under this contract shall be responsible for scheduling all tire repair and installation services with the City's contracted third party tire service provider. The Contractor shall pay for the scheduled work after the work is satisfactorily performed. The City shall be billed for these services thereafter by the Contractor (Item 769 of Exhibit 1.

### **D. CONTRACTOR INVENTORY MANAGEMENT SERVICES**

#### 1. Inventory Management

The City shall reserve the right to obtain certain parts and supplies considered to be critical to service during emergency situations, or for which the City determines it to be in its best interest to retain purchasing control. The City will maintain its own contracts for the supply of fuel and certain operating department supplies to be issued through the City's Materials Management Distribution Center.

The City may designate certain Contractor procured items as mandatory stocked items

and will require the Contractor to maintain a mutually acceptable quantity in its inventory at all times, regardless of annual part issued. Parts to be sold to the City for preventative maintenance purposes shall be available at all times. A copy of the City's preventative maintenance schedule will be made available to the Contractor on a monthly basis; therefore, the City expects 100 percent compliance and stock outs of these parts will be unacceptable.

The minimum and maximum stocking levels for both "Required parts" and any part additions requested by the Contractor to meet contractual performance standards, shall be subject to the approval and continuous review of the Fleet Superintendent, or designee, in conjunction with the Contractor. The minimum stocking level is defined as the required stocking level agreed to and/or specified by the City. The "maximum stocking level" is defined as the "minimum stocking level" plus a mutually agreed additional quantity to cover typical lead time for replacement orders.

The City shall maintain a right to conduct periodic parts price comparison review to ensure that the City is continually obtaining the best price. The Contractor shall provide a report detailing all parts purchased and the prices paid by the Contractor. The quarterly report shall also include the sale prices to the City. When savings are incurred, the Contractor shall also report the savings that the Contractor is providing the City. The savings can include timely delivery, discounts, labor savings, etc.

## 2. Asset Management System

The Contractor's proposal shall include a parts ordering and tracking software system. The contractor shall use the City's Fleet Management Software, CCG Systems Inc, FASTER, for the purpose of electronic parts requests and issuing parts to work orders, in the most cost effective and expeditious manner possible. The Contractor shall be responsible for supplying and maintaining all of the associated computer hardware for their system. The contractor's inventory software system shall be capable of providing reports to the City as required for monitoring supply levels. The Contractor's inventory software system shall be able to produce all reports specified in this Scope of Services.

## 3. Electronic Parts Catalog

The contractor shall utilize an automated ordering system with an electronic parts catalog.

## 4. Records

The Contractor shall provide authorized representatives of the City, at all reasonable times, access to and copies of all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda related to any agreement resulting from this solicitation, and shall provide

cost verification for parts provided to the City under the terms of this solicitation within a commercially reasonable time after the request , not to exceed 10 business days.

## 5. Reference Files and Procedures

The Contractor shall maintain, or have access to, the service manuals, parts manuals, service bulletins, lubrication charts, and other information necessary to procure and supply the parts and related materials to properly service and repair the City's fleet. The Contractor shall make these materials available to City personnel upon request. These records become the property of the City at contract termination or conclusion.

## 6. Reporting

All reports must be comprehensive of all parts sales and inventory. All reports are required to specifically identify each part number in detail. Reporting must be provided electronically as well as in paper form.

Compliance with all daily, weekly, monthly, quarterly, semi-annual and annual reporting requirements as outlined above in the REPORTS section. Compliance is met when daily reports are submitted the following morning, weekly reports are submitted the second day of the following week and monthly, quarterly, and semi-annual reports are submitted by the 15<sup>th</sup> day after each period being reported. The City expects a 95 percent overall compliance rate on all required reports.

### DAILY REPORTS

- a. *Daily Stock Out Report* – A report listing items in the On Site Store's inventory that are "out of stock" (zero (0) quantity on hand). Parts that have minimum and maximum quantities listed in the Contractor's parts software that should be normally stocked. This report shall allow City staff to easily identify the preventative maintenance parts to ensure there are none on the report. The items on the Stock Out report shall be expedited by the Contractor through locating other suppliers who can fill the order or locate an alternative item, meeting specifications, to propose to the Fleet Services Superintendent, or his designee. Alternate stock items shall not be ordered until approval is granted by the Fleet Services Superintendent, or his designee.

A stock out ratio of <2% of total inventory requested. The ratio is determined by the total number of unfilled on demand requests for "stocked parts" divided by the total number of "stocked parts" requested. The definition of "stocked parts" is a part number in the Contractor's inventory which has been assigned a min/max stocking level.



- b. *Daily Reconciliation Report* – The report shall reconcile all parts transactions between Contractor's inventory software and City's fleet management software. At a minimum the report shall include: part/item number, invoice number, work order or independent issue number, fleet unit number, quantity, unit price, extended price, item description, and date and time part was issued. Fleet Services staff will validate the spreadsheet against the sales ticket, which will be signed by the Fleet Technicians at the time parts were received. The report shall reflect the daily sales total. Prior to payment of the Contractor's monthly invoice, Fleet Services staff will validate the Excel spreadsheet.
- c. *Parts in Stock and On Order Report* – The report shall be made available to the City's Fleet Services staff on a daily or as needed basis. This report shall demonstrate all parts available for immediate sale and the parts that are on order. The items on order shall include the quantity on order and the estimated delivery date. This report shall include the daily order fill rate, which shall demonstrate a comparison of the in-store items versus the non in-store items. The daily order fill rate for the in-store items shall be 98 percent or higher.
- d. *Daily Backorder Report* – A detailed report listing all parts ordered that suppliers have placed in a backordered status. Report should include date ordered, part number, quantity, vehicle number, vendor, and expected fill date and time. This report shall be made available on a daily, or on on-demand basis, to help the City with their service scheduling. This report shall demonstrate all items requested and ordered by the City's Fleet staff, but were not available at the time of the order. The Contractor shall expedite these items through locating other suppliers who can fill the order or locate an alternative item, meeting specifications, to propose to the Fleet Services Superintendent, or his designee. Alternate stock items shall not be ordered until approval is granted by the Fleet Services Superintendent, or his designee.

## MONTHLY REPORTS

- a. *Parts Issued Report* – The Contractor shall submit a monthly summary report to the City that fully describes the parts supplied for that month, by work order, by unit number, and by line item with costs assigned. The

monthly report shall also include demonstration of compliance with performance standards established during negotiation of any contract resulting from this solicitation. The Contractor shall provide monthly reports on the effectiveness of their operation.

- b. *Monthly Inventory Turns Report* – The Contractor shall provide a report listing the top 100 inventory items in sales each month. The report shall list the part number, description, City's price, the turnover ratio for these items, and on-hand inventory valuation.
- c. *Monthly Warranty Report* - The Contractor shall submit a warranty report as often as required to the City that fully describes the parts eligible and supplied, by line item and with costs assigned under the warranty provisions of this solicitation. The report shall clearly identify the warrantied part by serial number, sales ticket number, or another identifying number that can be traced to the sale of the item.

#### QUARTERLY REPORTS

- a. *Quarterly Cost Savings Report* - The Contractor shall submit a list of any parts being supplied to the City at a cost less than previously provided and the resulting annualized savings. The savings shall include savings in the area of parts price, discount including volume discount, labor cost, overhead, etc. The report shall indicate that the Contractor obtained the lowest available pricing, a.k.a. lowest landed cost, for the parts sold to the City. The highest turnover rate in parts, as well as the highest valued parts sold over a three month period will determine which items will be included in the quarterly savings report. The savings offered by the Contractor may also include labor savings, delivery savings, and/or discounts that were utilized.
- b. *Actual Part Cost vs. Retail Cost Report* – The City will be conducting a cost comparison review on a quarterly basis. The Contractor shall provide a quarterly report showing the Contractor's purchase price for all parts sold to the City (see above requirements in "a"). City staff will conduct and share a cost comparison analysis with the City's executive staff, showing the benefit of outsourcing the services provided under this contract. This analysis will be prepared internally by Fleet Services, in conjunction with Materials Management, utilizing information obtained from the contractors'

report, third-party quoted parts, inventory carrying cost information, labor costs, and profit of the contractor.

- c. *Lost Sales Report and Analysis* - The report shall demonstrate how the monthly sales are performing against the predetermined sales target. The sales target shall be determined through a joint effort between the Contractor and the City's Fleet Services Superintendent. The sales target should be determined for each month of the City's fiscal year, which will automatically determine the annual sales target in dollars. The report will allow the Contractor and the City to identify where improvements can be made in the On Site Store's sales strategies.

## SEMI-ANNUAL REPORTS

- a. *Semi-Annual Inventory on Hand Report* – A detailed report listing all parts “on hand” with minimum and maximum stocking levels. Report should include part number, quantity on hand, cost and min/max levels assigned to each part number.
- b. *Automatic Stock Levels by Part Report* - The report shall indicate the recommend stocking levels based on the sales for the part (inventory turns). City staff will assist Contractor in determining the minimum and maximum stocking level for each part carried in inventory. The Parts in Stock report shall reflect the Contractor's compliance with these pre-determined stocking levels. The City and the Contractor shall identify a targeted maximum level for each part. The Automatic Stock Levels by Part Report or the Parts in Stock Report shall identify all non-moving items, which are items turning less than four (4) times per year.
- c. *Physical Inventory Count and Rationalization* - The contractor shall outline its detailed approach for conducting the physical inventory count and rationalization, including time frame required and the level of involvement necessary on the part of the City employees. The Contractor's cost proposal for rationalizing and disposing of excess inventory shall be part of the Cost Proposal described below.

Orientation of Contractor and City Personnel.

Description of resources to be applied by Contractor.

Description of resources required from the City of Denton.

Description of security measures during transition. Record Keeping, Reference Materials, and Reporting Requirements. Note that a Monthly On-Hand Inventory Valuation Report shall be provided to the City at the end of each cycle count.

## ANNUAL REPORTS

- a. *Annual Reports* - On the calendar year of the effective date of the Contract and every other anniversary date thereafter, the Contractor shall submit to the City a written annual report that summarizes the year's activity in a format agreed upon by the Contractor and the City. The following specific annual reports are required, at a minimum, to be submitted to the City.
- b. *Cost Savings Report* - The Contractor shall submit a summary of all parts supplied to the City at a cost less than previously provided and the resulting annualized savings. The savings shall include savings in the area of parts price, discount including volume discount, labor cost, overhead, etc. The report shall indicate that the Contractor obtained the lowest available pricing, a.k.a. lowest landed cost, for the parts sold to the City. The highest turnover rate in parts, as well as the highest valued parts sold over the prior twelve (12) months will determine which items will be included in the savings report. The savings offered by the Contractor may also include labor savings, delivery savings, and/or discounts that were utilized.
- c. *Annual Sales Summary Report* – The report shall summarize the pricing paid by the City for all parts invoiced and paid by the City. The prices shall be broken down by each invoice issued during the course of the year. At a minimum, the report shall include invoice number, invoice date, City's fleet unit number, work order number, part number, part description, quantity sold per invoice, unit price, and extended total. The report shall show an annual total for the quantity, average unit price, and a grand total for the extended cost.
- d. *Annual Parts Warranty Report* - The annual warranty report shall summarize all parts sold to the City over the prior twelve (12) months that qualify for warranty coverage. The report shall clearly identify the

warranted part by serial number, sales ticket number, or another identifying number that can be traced to the sale of the item.

## AD HOC REPORTING

The City reserves the right to obtain additional reports as required to the extent reasonably capable of being generated by the Contractor's or the City's system.

## **E. CONTRACTOR MISCELLANEOUS RELATED SERVICES**

The contractor shall provide such other related services as may be required and directed by the City. Advance approval is required in writing before access to any facility after hours is authorized or any overtime is performed.

### 1. Training

The Contractor will make available an average of 24 hours of training annually to City Fleet Services technicians. This shall include, but not be limited to, classroom and hands-on training, new and or current product review, new procedures and ASE Certification training. The content and quality for such training will be mutually agreed upon between City and the Contractor.

### 2. On-Site Disposal and Recycling Services

The Contractor agrees to arrange for third parties to handle the disposal and/or recycling of used motor oil, used oil filters, used hydraulic fluid, used anti-freeze, used refrigerant, scrap tire casings, used batteries, and battery acid, but will not be directly involved in the actual disposal of such items. Contractor shall only use Disposal Companies approved by the City to comply with "Cradle to Grave" liability for generated waste products. Use reasonable commercial efforts to Contractor shall defend the City from any liability caused by negligent acts of the Contractor's employees, and assist the City in processing any claim that may arise against such third party associated with the disposal of the items. The City reserves the right to select all, some or none of the items for disposal. Disposal of any such products shall be only in a manner prescribed by Federal, State and local laws. Contractor shall immediately convey to the City, all documentation received including but not limited to manifests and other records for shipping and disposal of such products to ensure proper disposal, handling and shipping, for permanent retention, in accordance with all applicable laws. The proposal shall include disclosure of any notice of violation received by the proposer concerning shipment or disposal of any such product or other hazardous material. All recycled items shall be billed to the City at a pass-through cost only. Any revenue generated

through the disposal plan shall be returned to the City's Contract Administration Supervisor at the following address:

City of Denton Purchasing  
Attn: Contract Administration Supervisor  
901 B Texas Street  
Denton, TX 76209

## **F. CONTRACTOR IMPLEMENTATION PLAN**

### **1. Implementation Plan**

The contractor shall present an Implementation Plan that identifies all actions to be taken and the resources they will employ to accomplish a successful transition of services under any agreement negotiated pursuant to this solicitation. At a minimum, the Implementation Plan must describe the following categories in detail:

#### **a. Continuity of Service**

The Contractor shall develop and submit a proposed implementation plan that outlines the process to be followed, time frames required, and any measurable milestones in the plan for ensuring continuity of service during the transition period.

#### **b. Purchase of Current Inventory**

The Incumbent currently maintains the inventory of parts and supplies in the City's Fleet Services parts warehouse. The awarded contractor shall purchase this inventory, at the acquisition cost from the incumbent at the inception of any agreement resulting from this solicitation.

All proposals must include a plan for accomplishing a physical inventory count of all existing parts inventories, and a methodology for rationalizing inventory size. *(The physical inventory count and rationalization must be conducted as part of any implementation plan, and be acceptable to both the City and the Contractor).*

All Contractor branded parts and supplies will remain the sole property of the Contractor unless purchased by the City in accordance with the buy-back terms set forth herein.

#### **Material Safety Data Sheets**

The City maintains a cataloging system for all chemicals, chemical compounds, and

chemical mixtures. The Contractor shall provide a Material Safety Data Sheet (MSDS) for all chemicals and parts containing any potential hazardous material. The MSDS documents shall be kept up-to-date and available to City staff at all times.

c. Safety and Environmental Hazards

The City does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the City's Fleet Services maintenance facility. The Contractor, as the incumbent, shall be responsible for conducting ongoing monthly Safety inspections to identify any hazardous conditions and notifying the City of these conditions in writing immediately upon identification of any perceived hazard. Notwithstanding the foregoing, the City shall, at all times during the term of the contract, at the City's sole expense, maintain in good condition and repair (so as to prevent any damage or injury to Contractor's employees, the inventory or other personal property located in the on-site store(s)) the roof, exterior walls, foundation, and structural portions of the on-site store(s) and all portions of the electrical and plumbing systems lying outside of the on-site store(s) but serving the on-site store(s).

d. Facility and Inventory Inspections

Facility and inventory inspections by City and Contractor personnel shall be an element in the negotiations and transitions of any contract resulting from this solicitation. The Contractor shall schedule with the City a joint parts room inspection for the purpose of identifying pre-existing deficiencies pertaining to the buildings, utility systems, equipment, and other assets. The Contractor and the City together shall make a complete and systematic inspection and inventory of all structural, mechanical, electrical, utility systems, and equipment and furniture to which the Contractor shall have access during the course of the agreement period. The Contractor shall then prepare and submit to the City a Pre-Existing Deficiency Report describing all observed deficiencies pertaining to the building structure, systems, equipment, or other assets noted during the joint inspection no later than five (5) days after the joint inspection. The City and Contractor shall then develop a mutually acceptable time table for the correction of any noted deficiencies. The allocation of costs and the completion of the corrections will be mutually agreed upon during contract negotiations.

e. Receipt of Assets

The Contractor shall be required to acknowledge receipt by signature of assets provided by the City for the Contractor's use. The assets accepted by the Contractor for the term of the agreement shall then become the responsibility of the Contractor. Upon completion of the agreement, these assets shall be returned in the same condition in which they were provided to the Contractor, less normal wear and tear. The Contractor shall be responsible for replacing any stolen, missing, or destroyed

asset with a comparable asset at the Contractor's expense.

## **G. BUY-BACK OF INVENTORY UPON TERMINATION, EXPIRATION OR NON-RENEWAL OF CONTRACT**

Upon termination, expiration, or non-renewal of the contract, Contractor shall have the option to require the City to purchase all non-NAPA branded inventory owned by Contractor and located in the on-site store(s) at Contractor's most recent acquisition cost. Additionally, the City shall have the option to purchase all NAPA branded inventory, owned by Contractor and located in the on-site store(s) at Contractor's current jobber net acquisition cost. Upon the City's request, Contractor shall provide City with a listing of all NAPA and non-NAPA branded inventory owned by Contractor and located in the on-site store(s).

## **H. EQUIPMENT AND SERVICES TO BE PROVIDED BY CITY OF DENTON**

### **1. Fleet Services Parts Warehouse**

The City will permit the Contractor use of the existing Fleet Services Parts Warehouse, including installed equipment such as furniture, shelving and racks, through an executed lease agreement. The City will reimburse the Contractor for any and all costs and expenses charged to Contractor or incurred by Contractor under such executed lease agreement. Such costs and expenses will be deemed an operational cost and will be paid to Contractor in accordance with the terms set forth in the pricing section below. The Contractor will be provided with exclusive access to those portions of the Fleet Services facility so designated for its use subject to the City's right to inspect and audit. The Contractor shall be responsible for parts room clean up and custodial services and must maintain the facility in a presentable manner. The City will provide physically separated space for the purpose of parts inventory storage as is mutually agreed upon by the Contractor and the City. Facility inspections by City and Contractor personnel will be an element in the negotiations and transitions of any contract resulting from this solicitation. The City shall maintain a set of keys to all facilities for security and emergency situations only. The keys will be under exclusive control of the Fleet Superintendent. The City shall provide to Contractor written notice prior to entering the secured parts area, except in the event of a declared emergency.

### **2. Utilities**

The City will be responsible for supplying all utilities, including refuse collection, to the facility operated by the selected Contractor. The City will supply the utilities and communication infrastructure necessary for the Contractor to operate an efficient parts operation. Contractor will be responsible for their own telephone/fax charges including



employee cellular telephones.

The Contractor shall not use the facility or other property furnished by the City for provision of parts to vehicles not owned or leased by the City. The Contractor shall not use City property for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees other than in the performance of the work described in the agreement.

## I. PRICING/PAYMENT REQUIREMENTS

### PAYMENT TERMS/PRICING

For purposes of this section, the term "NAPA" shall mean Genuine Parts Company and "CUSTOMER" shall mean the City of Denton, TX.

NAPA shall invoice the CUSTOMER for all inventory purchased pursuant to this contract on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA within thirty (30) days following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 30 days following receipt of such invoice, CUSTOMER's services may be suspended at CUSTOMER's sole cost and expense, until previously "undisputed" invoiced amount ~~is~~ has been paid in full. No prompt pay discount is available under this Agreement.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) **Product Costs.** The pricing of the inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "**NAPA Product Costs**," which is the pricing of NAPA supplier manufactured products, and "**Non-NAPA Product Costs**," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) **Outside Purchases or Services Costs.** Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by NAPA.

(c) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, the Corporate Allocation Expenses (as defined below), any and all costs and expenses charged to Contractor or incurred by Contractor under that certain Lease Agreement entered into between Contractor and the City on <sup>June 21</sup>\_\_\_\_\_, 2016, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s), inventory, any deductible for losses covered under the insurance policies of NAPA, and all equipment supplied by NAPA. Corporate Allocation Expenses may include but are not limited to, inventory investment expense, pension funding cost, executive fees, accounting fees, general office fees, and shared service expense. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Schedule 1. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Schedule 1 are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel or assets in the performance of this contract. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing mundane or menial tasks such as paper work and filing at the On Site Store(s) allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations and maximizing on-site cost efficiency.

(d) **Management Fee.** CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

**PRICING PLAN SUMMARY**

NAPA Product Costs	Billed to CUSTOMER at jobber net store acquisition cost
Non-NAPA Product Costs and Outside Purchases and Services	Billed to CUSTOMER at a 0% gross profit rate
Operational Costs	Billed to CUSTOMER at cost or at the current corporate annual allocation rate for those services performed by headquarter and corporate personnel.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for NAPA

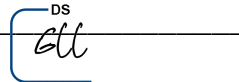
NAPA Product Costs shall be billed to CUSTOMER at jobber net store acquisition cost. Non-NAPA Product Costs and Outside Purchases/Services shall be set by NAPA to yield a gross profit of zero percent (0%). Operational costs will be charged to CUSTOMER at cost or at the current corporate annual allocation rate for those services performed by headquarter and corporate personnel, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the CUSTOMER during the preceding month at the costs set forth in

the pricing plan summary above less purchase returns.

CUSTOMER agrees to encumber sufficient funds necessary to cover the anticipated amount of all financial obligations owed to NAPA, including but not limited to, projected operational expenses, product to be purchased from NAPA, non-NAPA inventory buy-back, and agreed profit for the applicable state fiscal year. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. CUSTOMER retains the right to exercise the provisions of Section 28 of Exhibit C Standard Terms and Conditions if the governing body does not award funding for the contract.

**CUSTOMER INITIALS**



**Contract #5641**  
**Schedule 1**  
**Sample Profit and Loss Statement**



**Genuine Parts Co**  
**dba- NAPA Auto Parts**  
635 Freeport Parkway  
Coppell Texas 75019

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**IBS Operational Expense Invoice**

**Sold to:** City of Denton IBS

**Date :** July 1, 2016

**Invoice No:** 471 1606

**Account # : City of Denton Operations Expense Account**

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**Description of Billing:**

**Jun-16 OPERATIONAL EXPENSE FOR PARTS DEPARTMENT**

<b>\$ 43,642</b>
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**Note:** **See attached Summary detail**

**Remit payments to:**  
**Genuine Parts Company**  
**dba- NAPA Auto Parts**  
**P.O. Box 848033**  
**Dallas TX 75284-8033**

<b>IBS Expense Summary</b>			
Disclaimer- Individual Line item values stated in dollars, Section totals rounded to dollars from original values			
City of Denton Expense Category	Current	YTD	Notes
Customer Part Purchases	201,991	201,991	
Cost of Goods to NAPA	201,244	201,244	
<b>Gross Markup Margin</b>	<b>747</b>	<b>747</b>	
Payroll Expenses			
Manager/Counter Salaries	13,288	13,288	
Employee Pension/401K	909	909	
Group Insurance/Benefits	2,762	2,762	
Workers Comp Insurance	337	337	
Payroll Taxes	1,123	1,123	
<b>Total IBS Payroll Expenses</b>	<b>18,419</b>	<b>18,419</b>	
Miscellaneous Expenses			
Delivery Maintenance/Gas	101	101	
Truck Payment	450	450	
Facility Expenses	77	77	
Shelving/Equipment Depreciation	0	0	
Store Expenses	400	400	
Computers and Support Equipment	549	549	
Freight & Postage	219	219	
Training	0	0	
<b>Total IBS Misc Expense</b>	<b>1796</b>	<b>1796</b>	
Corporate Allocated Expenses	3,974	3,974	
<b>TOTAL EXPENSES</b>	<b>24,189</b>	<b>24,189</b>	
Gross Margin Less Expenses	-23,443	-23,443	
Miscellaneous Adjustments	0	0	
<b>IBS Management Fee</b>	<b>43642</b>	<b>43,642</b>	
<b>NAPA's Return on Investment</b>	<b>20199</b>	<b>20199</b>	

<b>NAPA Monthly Expense Billing Breakdown</b>		
Contracted Management Fee	20,199	10% of Total Monthly Net Sales
Less Profits received:	(747)	Profits from Invoices (Sales less cost & adjustments)
Total Expenses	24,189	
Misc Discounts	0	
	<u>43,642</u>	Balance due NAPA after adjustments

**Contract #5641**  
**Exhibit C**  
**Standard Purchase Terms and Conditions**



## Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

**1. CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

**2. EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

**3. CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will use commercially reasonable efforts to cause its manufacturers to package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**4. SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

**5. TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives the deliverables.

**6. DELIVERY TERMS AND TRANSPORTATION CHARGES:** All normally stocked, and locally available, items will be furnished FOB Destination, Prepaid and Allowed, and all non-stock items, non-locally available items, special/custom and emergency orders will be furnished FOB Destination, Prepaid and Added, which means that Contractor initially pays the freight and then adds the freight charges to its invoice to the City for reimbursement.

**7. RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

**8. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

**9. PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

#### **10. WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**Immigration:** The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**Environmental Protection:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

**12. INVOICES:**

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

**B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

**13. PAYMENT:**

A. All proper invoices need to be sent to Accounts Payable. A copy of the invoice shall be sent to Fleet Services on the same day. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

**B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may dispute any invoice submitted by Contractor, in accordance with provisions of Texas Government Code 2251.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City. The City warrants and represents that it reasonably believes that it will have sufficient funds to make all payments due pursuant to the contract, and hereby covenants that it will do all things lawfully within its power to obtain, maintain, request and pursue funds from which the said payments may be made.

**14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

**15. FINAL PAYMENT AND CLOSE-OUT:**

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work

under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and two years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. Audit results will be based upon overcharges and undercharges being combined to determine the net impact. If the audit results in a net overcharge, Contractor will issue a check to the City equal to the net overcharge amount. The cost of the audit will be borne by the City.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

**18. SUBCONTRACTORS:**

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract

between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

- i. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. Prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. Require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. Require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

E. For the avoidance of any doubt, the parties agree that the term 'Subcontractors' as used herein and throughout these terms and conditions and RFP shall specifically exclude all third party suppliers and manufacturers of the products sold hereunder and all third party delivery service providers (i.e. UPS and FedEx).

**19. WARRANTY-PRICE:** The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, and security interests. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

**21. WARRANTY – DELIVERABLES: INTENTIONALLY DELETED.**

**22. WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules

or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty. ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF CONTRACTOR ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources.

**23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** The City will not accept incomplete or non-conforming commodities or parts, and shall dispute any invoiced amount for such, in accordance with the provisions of Texas Government Code 2251.

**24. RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

**25. STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**26. DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City. Likewise, the City shall be in default under the Contract if the City (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract or (b) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

**27. TERMINATION FOR CAUSE:** In the event of a default by either party, the other party shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar

days, unless otherwise specified, after the date of such notice, unless the defaulting party, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the other party's reasonable satisfaction that such default does not, in fact, exist. Either party may pursue all remedies available to it at law or in equity, including without limitation, remedies at law in a court of competent jurisdiction, in the State of Texas. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**28. TERMINATION WITHOUT CAUSE:** Either party shall have the right to terminate the Contract, in whole or in part, without cause any time upon ninety (90) calendar days' prior written notice. Upon receipt of a notice of termination, both parties shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**29. FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

**30. DELAYS:**

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of



any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the negligence, willful misconduct or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.** To the extent permitted by contract or law, Contractor shall take all such steps as are necessary in order to assign or otherwise extend to the City the full benefit of any representations, warranties, indemnities and other protections that Contractor has received or to which Contractor is otherwise a beneficiary with respect to any product (including any representation, warranty, indemnity or other protection provided by the manufacturer of any product). Additionally, Contractor agrees to use commercially reasonable efforts to ensure that its contracts and other agreements with the manufacturers of any product permit the assignment of any such representations, warranties, indemnities and other protections to subsequent commercial purchasers of the applicable products (including the City).

**32. INSURANCE:** The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

**A. General Requirements:**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods.
- ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall

not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton  
Materials Management Department  
901B Texas Street  
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable for any of the indemnified claims set forth above and assumed by Contractor.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the

Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that Contractor shall provide the City good and indefeasible title to the deliverables.

37. **CONFIDENTIALITY:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction,

provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**38. OWNERSHIP AND USE OF DELIVERABLES: INTENTIONALLY DELETED.**

**39. PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

**40. ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**41. NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

**42. GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

**43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

**44. INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an

employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

**45. ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

**46. WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

**47. MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

**48. INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

**49. DISPUTE RESOLUTION:**

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party

may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

**50. JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City or Contractor to seek and secure injunctive relief from any competent authority as contemplated herein.

**51. INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**52. HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed) MLK Day Memorial Day 4th of July Labor Day
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Thanksgiving Day  
 Day After Thanksgiving  
 Christmas Eve (observed)  
 Christmas Day (observed)  
 New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

**53. SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

**54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

**55. EQUAL OPPORTUNITY**

**A. Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

**B. Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**56. BUY-AMERICAN ACT-SUPPLIES: INTENTIONALLY DELETED.** The parties agree that Contractor will not be required to comply with the requirements of the Buy-American Act under this Contract.

**57. RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

**58. LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes will be passed on to the City and included in the Corporate Allocation Expenses for reimbursement.

**59. PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at

<http://www.dol.gov/whd/contracts/dbra.htm> and at the Wage Determinations website [www.wdol.gov](http://www.wdol.gov) for Denton County, Texas (WD-2509).

**60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor shall comply with all applicable State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

**61. FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

**62. DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, and subcontractors, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

**64. FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the



circumstances causing the non-performance or delay in performance.

**65. NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

**66. NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

**67. RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of two (2) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

**Contract #5641**  
**Exhibit D**  
**Insurance Requirements**

## **INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS**

*Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.*

### **STANDARD PROVISIONS:**

***Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.***

***Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.***

***All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:***

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
  - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.
  - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
- ***Cancellation: The Contractor will endeavor to provide the City at least 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

#### **SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:**

***All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:***

**[X] A. General Liability Insurance:**

General Liability insurance with per occurrence limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

**[X] Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

**[X] Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

**[ ] Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **\$500,000.00** combined bodily injury and property damage per occurrence with a **\$1,000,000.00** aggregate.

**[ ] Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than \_\_\_\_\_ each occurrence are required.

**[ ] Professional Liability Insurance**

Professional liability insurance with limits not less than **\$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

**[ ] Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

**[ ] Environmental Liability Insurance**

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

**[ ] Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

**[ ] Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$\_\_\_\_\_ each occurrence are required.

**[ ] Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

**ATTACHMENT 1****□ Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities****A. Definitions:**

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project,

and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  4. obtain from each other person with whom it contracts, and provide to the contractor:



- a. a certificate of coverage, prior to the other person beginning work on the project; and
  - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**Contract #5641**  
**Exhibit E**  
**Lease Agreement**

STATE OF TEXAS

COUNTY OF DENTON

**LEASE AGREEMENT**

This Lease Agreement (hereafter the "Lease Agreement") is made and entered into effective as of the Effective Date, as set forth below, by and between THE CITY OF DENTON, TEXAS (hereinafter sometimes referred to as "LESSOR" and/or "the City"), and Genuine Parts Company dba NAPA Auto Parts. ("LESSEE").

WHEREAS, LESSOR owns the City's Fleet Services Building Site (the "Site"), located in the vicinity of 804 Texas Street, Denton, Texas and operates a parts inventory room on the Site (the "Parts Room"); and

WHEREAS, the City desires to lease to LESSEE an approximate 2,775 square foot section of the building located at the Site (hereinafter the "Leased Premises"); and

WHEREAS, LESSEE desires to lease the Leased Premises from the City for purposes of operation of an integrated parts inventory management store.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for \$1.00 other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE, intending to be legally bound, do hereby AGREE as follows:

**ARTICLE 1  
PREMISES**

**1.1 Lease Premises.**

LESSOR hereby leases and lets unto LESSEE, and LESSEE hereby leases and lets from LESSOR the Leased Premises, which is that certain tract or parcel of real property containing approximately 2,775 square feet, more or less, located at the Site, commonly referred to as 804 Texas Street, Denton, Denton County, Texas.

**1.2 Use of Premises.**

The Leased Premises are to be occupied and used by LESSEE solely for the operation of an integrated parts inventory management store. In the event LESSEE for any reason desires hereafter to substantially modify and/or substantially change its use of any of the Leased Premises, the nature and terms of such modification and change must be approved in writing by LESSOR and this Lease Agreement must be amended in writing to authorize the same.

**1.3 Lessee Construction on Lease Premises.**

LESSEE shall have the right to construct minor improvements on the Leased Premises, such as shelving, lighting, etc. and this right shall continue in effect throughout the term of this Lease Agreement. All improvements shall be submitted to the City of Denton Facilities Department for final approval, and if required, submitted to the City's Planning Department for permitting and for compliance with the municipal code of Denton, Texas as well as any applicable environmental laws and/or regulations that are applicable to the LESSEE's operations. LESSOR's Facilities Department must approve, within twenty (20) days, or must provide LESSEE a written statement advising why the minor construction plans are not approved. All improvements constructed or placed on the Lease Premises by LESSEE shall remain the property of LESSEE during the term of this Lease Agreement and any renewal or extension hereof. For real property fixtures, they shall remain the property of LESSEE, and upon the termination of this Lease, the LESSEE is under a duty to promptly, within sixty (60) days of the expiration of the term of this Lease Agreement, remove any and all improvements and fixtures installed or constructed by LESSEE with no damage to the leased premises. LESSEE agrees to surrender the premises to LESSOR in broom-clean condition. The LESSEE covenants to LESSOR that upon termination of this Lease the subject real property shall be free and clear of any and all materials or waste that LESSEE abandons on the subject real property.

#### 1.4 Easements.

None granted.

#### 1.6 Signs.

LESSEE shall be entitled to erect, install, and maintain on the Leased Premises identification and advertising signs appropriate to its business; provided, however, that all such signs at all times shall be subject to the prior written approval of LESSOR as to location, size, shape, color and content. Said approval is conditioned upon the signs meeting the requirements of the applicable City ordinances of the City of Denton, Texas.

#### 1.7 Lien Claims.

LESSEE hereby covenants to unconditionally indemnify LESSOR from and against, and hold LESSOR harmless from any and all lien claims of any nature whatsoever arising out of or in any manner connected with the construction, installation, erection, maintenance, repair, occupancy, use and/or operation of any improvements, facilities and/or equipment of LESSEE or any third person on or about the Leased Premises by or at the direction of or with the permission of LESSEE; and LESSEE further agrees that it shall, in the event any such liens are filed, forthwith effect their removal and/or satisfaction. Provided, however, LESSEE shall have the right, at its sole cost and expense, and after having given LESSOR prior written notice of its intent to do so, to promptly contest by appropriate legal proceedings diligently conducted in good faith, the amount, validity or application, in whole or in part, of any such lien or liens, provided (i) such proceedings shall suspend the collection of such lien(s); (ii) neither the Leased Premises nor any rent therefor, nor any portion of same, would be in danger of attachment, forfeiture, loss or similar consequence; and (iii) that LESSEE shall first

furnish security to the City's reasonable satisfaction to bond said lien or liens off of the Leased Premises.

**1.8 Inspection and/or Repair of Leased Premises.**

LESSEE shall at all times maintain the Leased Premises including all improvements thereon in good condition. LESSEE shall be responsible for all maintenance, repair and replacement of the Leased Premises and all improvements thereon except for repairs or replacements caused by the acts or negligence of LESSOR, its agents or employees.

**1.9 Warranty.**

LESSOR represents and warrants that it owns the Leased Premises and that LESSOR is fully authorized to enter into this Lease Agreement with LESSEE. In addition, LESSOR represents and warrants that it has not granted any mortgages or pledges of the tract of real property leased hereunder. It is understood and agreed that any mortgage, pledge, or other encumbrance of the property leased hereunder shall be subordinate to this Lease Agreement and that any such mortgage, pledge, or other encumbrance shall contain specific provisions providing that all of LESSEE's improvements or appurtenances on the property leased hereunder, as well as any products or other contents in or on said improvements or appurtenances, are excluded from such mortgage, pledge or encumbrance, and that LESSEE hereunder retains the right to remove any and all such improvements or appurtenances, as well as any products or other contents in or on said improvements or appurtenances, in accordance with the terms of this Lease Agreement, and that in the event of a foreclosure, LESSEE shall have the right to continue to occupy the Lease Premises pursuant to the terms of this Lease Agreement so long as LESSEE is not in default hereunder.

**ARTICLE 2  
LEASE TERM**

**2.1 Primary Term.**

The Primary Term of this Lease Agreement shall be for a term in conjunction with the award of the City of Denton Fleet Vehicle and Equipment Integrated Parts Inventory Support Services Contract, the Effective Date of this Lease Agreement, unless sooner terminated as provided for herein; provided that this Lease Agreement is approved by the Denton City Council.

**2.2 Renewal Terms.**

Provided that LESSEE is not in default, and provided that this Lease Agreement is otherwise in full force and effect, this Lease Agreement may be extended in conjunction with the renewal of the City of Denton Fleet Vehicle and Equipment Integrated Parts Inventory Support Services Contract. The decision to extend the Lease Agreement must be a mutual decision made by both LESSOR and LESSEE.

### 2.3 Assignment of Lease Agreement

LESSEE shall not assign, sublet, mortgage or pledge this Lease Agreement or any interest herein or in the Leased Premises or any part thereof, nor shall any assignment, sublease or transfer of whatever kind of any interest of LESSEE herein by operation of law or by reason of LESSEE's bankruptcy become effective, without the prior written consent of LESSOR, which consent shall not be unreasonably withheld; provided however, that the City's refusal to give the City's consent to a potential assignee who is not as creditworthy as LESSEE, shall be deemed to be reasonable. Notwithstanding the foregoing, LESSEE shall have the right to assign this Lease Agreement or sublet the Lease Premises to an entity that is controlled by, or under common control with LESSEE, provided that LESSEE remains fully and primarily liable for all of its obligations under this Lease Agreement.

## **ARTICLE 3 RENTALS**

### 3.1 Rentals.

The rental for the Lease Premises shall be \$1 dollar, per year of the Lease Term.

### 3.2 Taxes.

LESSEE agrees to pay all sales and/or use taxes and any and all ad valorem assessments and/or taxes which may be legally exacted, made, and charged upon and/or levied and/or assessed against LESSEE's property on the Leased Premises, before the same shall become delinquent; provided, however, LESSEE shall have the right, at its sole cost and expense and after having given LESSOR prior written notice of its intention to do so, to contest by appropriate legal proceedings diligently conducted in good faith, the validity, amount or application, in whole or in part, of such taxes, levies and/or assessments provided (i) such proceedings will suspend the collection of the tax, levy, or assessment; and (ii) the Lease Premises, nor any rent therefrom, nor any portion of it is in danger of seizure, forfeiture, sale, loss or similar consequences.

### 3.3 Late Charges on Rentals.

If any installment of rental due from LESSEE is not received by LESSOR within twenty (20) days of the date upon which it is due, without any notice or demand for payment to LESSEE being necessary, LESSEE will pay to LESSOR the additional sum of Fifty Dollars (\$50.00) as a late charge for each late payment. The late charge represents the reasonable time and efforts of City staff expended in order to enforce the rental obligation. Acceptance of any late charge shall not constitute a waiver of LESSEE's default with respect to the overdue amount, nor prevent LESSOR from exercising any other rights and remedies available to LESSOR.

### 3.4 No Additional Fees

There shall be no additional fees or assessments made by LESSOR for LESSEE's use or occupancy of the Lease Premises.

## **ARTICLE 4 OPERATIONS**

### 4.1 Pollution Control.

LESSEE agrees that it shall use its commercially reasonable best efforts to comply with all applicable federal, state and local laws, regulations and the common law, as they may exist currently, or as they may be amended in the future, pertaining to protection of the environment or human health and safety at the leased premises and/or in the vicinity of any of its operations or activities that may be permitted hereunder.

### 4.2 Compliance with Environmental Laws and Indemnification.

During the term of this Lease Agreement, LESSEE shall fully comply with all applicable federal, state and local laws, regulations and the common law, as they may exist currently or as they may be amended in the future, pertaining to protection of the environment or human health and safety at the leased premises.

LESSOR warrants and represents that at the commencement of this Lease Agreement, that to its knowledge there is no Hazardous Substance (as defined herein below) including any petroleum, petroleum product, or other types of hydrocarbons in or on the Leased Premises in contravention of any federal, state or local laws, regulations or the common law pertaining to protection of the environment or human health and safety.

Notwithstanding any provision in this Lease Agreement to the contrary, it is expressly understood and agreed that the LESSOR hereby agrees to indemnify to the extent provided by applicable law, defend and hold harmless the LESSEE, only to the extent permitted by applicable law, its officers, employees, contractors, agents, customers, licensees, invitees and/or visitors and any other person for or on whose behalf LESSOR is liable, harmless from and against any and all claims, obligations, liabilities, costs, expenses (including attorney's fees), losses, suits, fines, penalties or demands, made or sought by or on behalf of any person, firms, corporation or government authority whomsoever, based upon or arising out of any obligation, liability, loss, damage or expense, of whatever nature or kind, contingent or otherwise, known or unknown, incurred under or imposed by any provision of federal, state or local law or regulation, or common law, pertaining to protection of the environment or human health and safety in or on the Leased Premises prior to the Effective Date.

Notwithstanding any provision in this Lease Agreement to the contrary, it is expressly understood and agreed that the LESSOR does not assume or agree to be responsible for, and LESSEE hereby agrees to indemnify, defend and hold LESSOR,

its officers, employees, contractors, agents, customers, licensees, invitees and/or visitors and any other person for or on whose behalf LESSOR is liable, harmless from and against any and all claims, obligations, liabilities, costs, expenses (including attorneys' fees), losses, suits, fines, penalties, or demands, made or sought by or on behalf of any person, firm, corporation or government authority whomsoever, based upon or arising out of the handling, storage or disposal of Hazardous Substances by LESSEE, LESSEE's agent or anyone on or about the Leased Premises by or at the direction of LESSEE or with the permission of LESSEE during the term of this Lease Agreement.

For purposes of this Lease Agreement, the term "Hazardous Substance" or "Hazardous Substances" means that term as defined in Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), but it also includes the term "Regulated Substance" as defined in Section 6991(2), and the term "Hazardous Waste" as defined in Section 6903(5), of the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901, et seq. ("RCRA"), including all regulations issued pursuant to any of the above statutes, as well as any other contaminant, oil, petroleum, petroleum product or byproduct, radioactive material or byproduct and any unsafe, noxious, toxic or hazardous substance or similar material regulated as a hazardous substance under any applicable state, federal or local law, and any other applicable environmental, land use or similar act, statute or regulation existing as of the date of this Lease Agreement or thereafter.

The indemnifications provided by this Article shall specifically and reciprocally cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party.

The foregoing environmental indemnity provisions shall survive for a period of five (5) years after the expiration or termination of this Lease Agreement and any renewals hereof.

#### 4.3 Compliance with Laws and Regulations.

LESSEE's exercise of such rights and/or privileges as may be extended it hereunder shall at all times be in full compliance with all applicable laws, rules, and regulations, including safety regulations, of the City of Denton, Texas, the State of Texas, the United States, and other governmental authorities now or hereafter having jurisdiction thereof and/or any of their duly empowered agencies and/or instrumentalities. A copy of all building permits, licenses, and similar authorizing documents will be promptly provided to the LESSOR.

#### 4.4 Lessee Insurance.

For the term of this Lease Agreement and any renewal thereof, LESSEE will maintain, at its own expense, the following insurance coverage:



- (a) Workers' Compensation providing statutory benefits, and Employers' Liability coverage with minimum limits of \$1,000,000 per each occurrence; and
- (b) Comprehensive General Liability insurance coverage with minimum limits of \$1,000,000 per occurrence; combined single limit, for bodily injury and property damage. Coverage shall include contractual liability; and
- (c) Automobile liability insurance coverage with minimum limits of \$1,000,000 per occurrence, combined single limit; and
- (d) Casualty property insurance on the LESSEE constructed facilities on-site in an appropriate amount reasonably determined by the agreement of LESSEE and LESSOR, which amount shall take into account the construction costs of the LESSEE's facilities and other relevant factors.

LESSEE shall provide LESSOR with a certificate evidencing the insurance required hereunder. LESSOR and LESSEE shall endeavor to provide at least thirty (30) days prior written notice of any modification, termination and/or cancellation of coverage. The insurance policies described in (b) and (c) above shall name LESSOR as an additional insured party. All insurance policies belonging to LESSEE shall be issued through companies that shall have a minimum A.M. Best Company rating of "A," in addition to a minimum financial size category of "VI" or "VII," or alternatively a Standard and Poor's rating of "BBB" or better.

#### 4.6 Termination.

This Lease Agreement shall terminate pursuant upon the expiration of its Term, or extension of Term (if applicable), or upon the subsequent written agreement of LESSOR and LESSEE. Upon termination, LESSEE shall be entitled to remove all of its personal property from the building(s) and any equipment that LESSEE has installed in the building, and shall thereafter promptly quit and surrender the Leased Premises to LESSOR in broom-clean condition. LESSEE shall additionally remove all feedstock, recyclables and recycling materials, by-products, end-products, and chemical supplies from the Leased Premises, and shall thereafter quit and surrender the Leased Premises to LESSOR; subject to the provisions of Article 1.3 hereinabove.

#### 4.7 Events of Default.

The following shall be "Events of Default" under this Lease Agreement and the terms "Event of Default" or "Default" shall mean whenever they are used in this Lease Agreement, any one or more of the following events:

- (a) The insolvency, assignment for the benefit of creditors, adjudication as a bankrupt of LESSEE or the appointment of a receiver for substantially all of the LESSEE's property and/or LESSEE's interest in this Lease Agreement; or
- (b) The issuance of execution against LESSEE's interest in this Lease Agreement or any legal process which by operation of law would cause LESSEE's interest in this

Lease Agreement to pass to any person other than LESSEE or its successor assignee or sub-lessee; or

(c) The failure or refusal of LESSEE to pay or cause to be paid any lease rental payment, charge and/or assessment hereunder or any installment thereof when due and the continuance of such failure for a period of twenty (20) days after written notice thereof has been sent by LESSOR to LESSEE at the address shown herein for LESSEE; or

(d) The failure or refusal of LESSEE and/or LESSOR to perform any agreement, covenant, condition, obligation and/or undertaking herein contained or required by operation of law and/or to observe or comply with any of the terms provisions or conditions of this Lease Agreement, and the continuance of such for a period of thirty (30) days after written notice thereof has been sent by LESSOR to LESSEE at the address shown herein for LESSEE; or

(e) The failure of LESSEE and/or LESSOR in the observance or performance of any material term, obligation or covenant required to be performed by LESSEE and/or LESSOR under this Lease Agreement or by operation of law, and the continuance of such for a period of thirty (30) days after written notice thereof has been sent by LESSOR to LESSEE at the address shown herein for LESSEE.

#### 4.8 Holding Over.

No hold over shall be authorized or granted, after the expiration of the lease term.

#### 4.9 Waiver of Breach of Default - Cumulative Remedies.

Waiver by any party of any breach or Default of this Lease Agreement shall not be deemed a waiver of similar or other breaches or Defaults, nor shall the failure of any party to take action by reason of any such breach or Default deprive such party of the right to take action at any time while such breach or Default continues. The rights and remedies created by this Lease Agreement shall be cumulative and nonexclusive of those to which the parties may be entitled pursuant to law. Right of exercise of all such rights and remedies is hereby reserved. The use and availability of one remedy shall not be taken to exclude or waive the right to use of another. In order to entitle any party to exercise any remedy reserved to it in this Lease Agreement, it shall not be necessary to give any notice, other than such notice as is herein expressly required.

### **ARTICLE 5 MISCELLANEOUS**

#### 5.1 Quiet Enjoyment.

LESSOR covenants that during the term of this Lease Agreement and for so long as LESSEE shall make timely payment of rentals due hereunder, and shall perform all covenants on its part to be performed, LESSEE shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

In the event of bankruptcy, insolvency, assignment for benefit of creditors, or foreclosure of any mortgage or other encumbrances, by entry or by sale, LESSEE, if it is not then in default, shall peaceably hold and enjoy the Leased Premises for the remainder of the unexpired term of the Lease Agreement upon the same terms, covenants, and conditions as in this Lease Agreement.

## 5.2 Notices.

All notices and other communications required or permitted to be given by any provision of this Agreement shall be in writing and mailed (certified or registered mail, postage prepaid, return receipt requested) or sent by hand or overnight courier, and such notices shall also be sent by facsimile transmission (with acknowledgment received), charges prepaid and addressed to the intended recipient as follows, or to such other address or number as may be specified from time to time by like notice to the Parties. A courtesy copy of such notice or other communication shall also be sent electronically via e-mail to the e-mail addresses provided in the contact information below; provided, however, that such e-mail copies will not constitute Notice as defined in this Section 5.2:

(a) If to the LESSOR:  
City of Denton, Texas  
215 East McKinney Street  
Denton, TX 76201  
Attention: City Manager  
Facsimile: 940-349-8596

If to LESSEE:  
Genuine Parts Company dba NAPA Auto Parts  
635 Freeport Parkway  
Coppell, Texas 75019  
Attention: Paul Schlebach, Division IBS Manager

Email: Paul\_Schlebach@genpt.com

Any Party may from time to time specify a different address for notices by like notice to the other Party. All notices and other communications given in accordance with the provisions of this Lease Agreement shall be effective upon receipt of the same.

## 5.3 Substitution of Performance by Lessor.

If LESSEE shall fail to do anything required to be done by it under the terms of this Lease Agreement, except to pay rent and other charges, LESSOR may, after thirty (30) days written notice to LESSEE, at LESSOR's sole option, do such act or thing on behalf of LESSEE, and upon notification of the cost thereof to LESSOR, LESSEE shall promptly pay to LESSOR the amount of that cost. In case of emergency, LESSOR may perform, but is not

obligated to perform, any act or do anything reasonably necessary on behalf of LESSEE and upon notification of the cost thereof to LESSEE, LESSEE shall pay said cost to LESSOR within thirty (30) days from the date of LESSOR'S written claim to LESSEE.

#### 5.4 Eminent Domain.

If all or a portion of the Leased Premises or all or any portion of LESSOR's other property comprising the Leased Property shall be taken or sold in any proceeding by public authorities, by means of condemnation, expropriation, appropriation or otherwise be acquired for public or quasi-public purposes, there shall be an equitable abatement or refund of the rental paid by LESSEE under Article 3.1 above from any date of award to LESSOR proportionate to the amount taken. Nothing herein shall affect or diminish LESSEE's right to seek compensation for any portion of the Leased Premises taken and LESSEE shall be entitled to all such compensation for its provable loss or damage.

In the event the taking of the Leased Premises or all or a part of LESSOR's other property comprising the Leased Premises is total, this Lease Agreement shall terminate, and LESSEE shall be released from all obligations hereunder; except for any sums of money owed to LESSOR at the date of termination of this lease, which amounts shall be paid to LESSOR within thirty (30) days.

In the event the taking of the Leased Premises or LESSOR's other property comprising the Landfill is less than total, then LESSEE shall have the option to terminate this Lease Agreement if continuation of its operations on the Lease Premises is substantially impaired and economically impractical.

#### 5.5 Substitution of Performance by Lessee.

If LESSOR shall fail to do anything required to be done by it under the terms of this Lease Agreement, LESSEE may, after sixty (60) days written notice to LESSOR, at LESSEE's sole option, do such act or thing on behalf of LESSOR, and upon notification of the reasonable cost thereof to LESSOR, may deduct said amount from any amount owed by LESSEE to LESSOR. In case of emergency, LESSEE may perform any act or do anything reasonably necessary on behalf of LESSOR and upon notification of the cost thereof to LESSOR, may deduct said amount from the amount of rental then owed by LESSEE to LESSOR. If no amount is presently owed by LESSEE to LESSOR, then LESSOR shall pay such amount to LESSEE on demand.

#### 5.6 Recordation.

Neither LESSOR nor LESSEE shall record this Lease Agreement without the prior written consent of the other party.

#### 5.7 Entire Agreement.

This Lease Agreement embodies the entire agreement between the parties with respect to the leasing and use of the Leased Premises. There are no representations, terms, conditions, covenants or agreements between the parties which are not mentioned or contained herein. This Lease Agreement shall completely and fully supersede all other prior agreements both written

and oral, between the parties pertaining to the Leased Premises. No party to any such prior agreement hereafter will have any rights thereunder, but shall look solely to this Lease Agreement for definition and determination of its rights, liabilities, or responsibilities relating to the aforesaid matters set forth herein.

#### 5.8 Captions.

The article and the subsection headings and captions contained herein are included for convenience only and shall not be considered a part hereof or affect in any manner the construction or interpretation of this Lease Agreement.

#### 5.9 Severability.

The parties agree that if it should ever be held by a court of competent jurisdiction that any one or more articles, subsections, clauses or provisions of this Lease Agreement are invalid or ineffective for any reason, any such article, subsection, clause or provision shall be deemed separate from the remainder of this Lease Agreement and shall not affect the validity and enforceability of such remainder.

#### 5.10 Successors and Assigns.

The covenants, terms, conditions and obligations set forth and contained in this Lease Agreement shall be binding upon and inure to the benefit of LESSOR and LESSEE and their respective successors and assigns.

#### 5.11 Disputes and Governing Law.

This Lease Agreement shall be governed by and construed solely in accordance with the laws of the State of Texas. Exclusive venue for any claim or cause of action under this Agreement shall be, as the case may be, either in the District Courts of Denton County, Texas, or the federal district courts of the Eastern District of Texas, Plano or Sherman Division.

IN WITNESS WHEREOF, this Lease Agreement has been executed by the duly authorized City Manager of LESSOR; and by the duly-authorized officer of LESSEE, in multiple counterparts, each of which, for all purposes, shall be deemed an original and all of which shall evidence but one agreement.

**LESSEE** DocuSigned by:  
*Stu Kambury*  
BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE  
6/13/2016  
Date: \_\_\_\_\_  
Name: Stu Kambury  
Title: Division VP  
214 414-1700  
PHONE NUMBER  
Stu\_kambury@genpt.com  
EMAIL ADDRESS

ATTEST:  
JENNIFER WALTERS, CITY SECRETARY

DocuSigned by:  
*Jennifer Walters*  
BY: \_\_\_\_\_  
C5BFAFC1821946D...

APPROVED AS TO LEGAL FORM:  
ANITA BURGESS, CITY ATTORNEY

DocuSigned by:  
*John Knight*  
BY: \_\_\_\_\_  
C821996C2A2B439...

**CITY OF DENTON, TEXAS**

DocuSigned by:  
*George C. Campbell*  
BY: \_\_\_\_\_  
GEORGE C. CAMPBELL, CITY MANAGER  
June 21, 2016  
Date: \_\_\_\_\_

**Contract #5641**

**Exhibit F**

**Request for Proposal (RFP) No. 5641**

*On File at the Office of the Purchasing Agent*

**Contract #5641**  
**Exhibit G**  
**Conflict of Interest Questionnaire**



**Contract #5641**  
**Exhibit H**  
**Contractor's Best and Final Proposal**

**Best and Final Offer**Respondent's Business Name **GPC D.B.A NAPA Auto Parts**Principal Place of Business (City and State) **Dallas Texas****RFP 5641 Pricing Sheet for Fleet Vehicle and Equipment Parts Support Services**

The respondent shall complete the following **three (3) worksheets**, which directly corresponds to the specifications. The contractor shall not make changes to this format.

**SECTION A - REQUIRED STOCK PARTS PRICING**

**Firm Prices - Changes are authorized every twelve months.**

The City has over the past several years utilized a third party vendor managed inventory and distribution center, that is operated on-site, and within the City's Fleet Operations Building. In the previous 12 month period, there were in excess of 6,714 sales transactions, which totaled 2.6 million dollars. Approximately 800,000 of these transactions were from vendor managed inventory, while the greater percentage was obtained outside the inventory requirements, mostly from outside supply sources. This comprehensive list of parts compromises the required stocking, and high volume parts sold to the City. The intention of this list is to obtain a value price point for each part, and utilize these prices as firm for across the counter sales, with adjustment periods recommended by the respondent.

**Inventory Parts Cost Proposal Pricing:**

Item No.	Product Line	Line Description	Product Type	Product Category	Part Number (for cross referencing purpose only)	Required Part's Description or Equal	UoM	Quantity Issued in FY 2013-2014	Required Minimum Stocking Quantity	Manufacturer/Brand Name	Manufacturer's Price	City's Unit Price
1	6DL	DIAL LUBRICANTS	Chemical	Oil & Grease	GREASE	HIGH TEMP	EA	1,040	10	Suncoast	\$ 2.43	\$ 2.43
2	6DL	DIAL LUBRICANTS	Chemical	Oil & Grease	136	ANTI-FREEZE	QT	1,766	16	Suncoast	\$ 1.64	\$ 1.64
3	6DL	DIAL LUBRICANTS	Chemical	Oil & Grease	OILSORB	OILSORB	EA	327	56	Suncoast	\$ 4.86	\$ 4.86
4	6DL	DIAL LUBRICANTS	Chemical	Oil & Grease	T0430W	30W OIL	QT	2,054	220	Suncoast	\$ 3.57	\$ 3.57
5	6DL	DIAL LUBRICANTS	Chemical	Oil & Grease	AW46	HYD OIL	QT	210	410	Suncoast	\$ 2.58	\$ 2.58
6	6DL	DIAL LUBRICANTS	Chemical	Oil & Grease	MERCONV	TRANS FLUID	QT	104	960	Suncoast	\$ 2.95	\$ 2.95
7	6DL	DIAL LUBRICANTS	Chemical	Oil & Grease	15W40	BULK OIL	QT	15,583	988	Suncoast	\$ 2.38	\$ 2.38
8	6DL	DIAL LUBRICANTS	Chemical	Oil & Grease	AW68	HYD OIL BULK	QT	15,644	1346	Suncoast	\$ 1.75	\$ 1.75
9	CAS	CASTROL	Chemical	Oil & Grease	172	HD 30 QT	QT	133	17	Castrol	\$ 3.79	\$ 3.79
10	MAC	NAPA CHEMICALS	Chemical	Cleaners	1072	MACS BATTERY CLEANER	EA	16	5	Mac Chemical	\$ 3.49	\$ 3.49
11	MAC	NAPA CHEMICALS	Chemical	Cleaners	8100	GLASS CLEANER 18OZ	OZ	138	10	Mac Chemical	\$ 2.92	\$ 2.92
12	MAC	NAPA CHEMICALS	Chemical	Cleaners	1458	ALUM BRIGHT 32 OZ	OZ	118	20	Mac Chemical	\$ 6.50	\$ 6.50
13	NCB	NAPA CONSUMER B	Chemical	Misc. Vehicle maintenance	10863	ARMOR ALL WIPES	EA	64	4	Clorox Company	\$ 3.86	\$ 3.86
14	NCB	NAPA CONSUMER B	Chemical	Misc. Vehicle maintenance	16PB	BLASTER PENETRANT	EA	83	13	PB Blaster	\$ 3.78	\$ 3.78
15	NCB	NAPA CONSUMER B	Chemical	Misc. Vehicle maintenance	10160	ARMOR ALL PROT 16OZ	OZ	76	6	Clorox Company	\$ 5.66	\$ 5.66
16	NCB	NAPA CONSUMER B	Chemical	Misc. Vehicle maintenance	13013	SIMPL GRN CLNR 24OZ	OZ	154	8	Sunshine Makers, Inc.	\$ 4.73	\$ 4.73
17	NCB	NAPA CONSUMER B	Chemical	Misc. Vehicle maintenance	101723	SUP CLN DEGREASER VOC	EA	130	9	SuperClean Brands	\$ 8.99	\$ 8.99
18	NCB	NAPA CONSUMER B	Chemical	Misc. Vehicle maintenance	31200	RV MARINE ANTI-FREEZE	GAL	152	26	StarBrite	\$ 4.23	\$ 4.23
19	LUC	LUCAS OIL PRODU	Chemicals	Additives	10020	LUCAS FUEL TREAT 5OZ	OZ	55	12	Lucas Oil Products	\$ 4.14	\$ 4.14
20	MAC	NAPA CHEMICALS	Chemicals	Additives	9600	DIESEL FUEL COND 1QT	QT	917	89	Mac Chemical	\$ 6.03	\$ 6.03
21	MMM	MMM (3M) PRODU	Chemicals	Misc Chemicals	01987	WHEEL	EA	53	20	3M	\$ 1.46	\$ 1.46
22	MMM	MMM (3M) PRODU	Chemicals	Misc Chemicals	06463	TAPE	EA	6	1	3M	\$ 102.09	\$ 102.09
23	MMM	MMM (3M) PRODU	Chemicals	Misc Chemicals	07498	STRIPE OFF WHL KIT	EA	22	3	3M	\$ 27.27	\$ 27.27
24	MMM	MMM (3M) PRODU	Chemicals	Misc Chemicals	07499	STRIP OFF WHL	EA	31	8	3M	\$ 24.81	\$ 24.81
25	MMM	MMM (3M) PRODU	Chemicals	Misc Chemicals	01407	3 DISC	EA	51	12	3M	\$ 1.38	\$ 1.38
26	MMM	MMM (3M) PRODU	Chemicals	Misc Chemicals	93604	ELECTRICAL TAPE	EA	67	14	3M	\$ 0.82	\$ 0.82
27	MMM	MMM (3M) PRODU	Chemicals	Misc Chemicals	08880	NON-CHLOR BRAKE CLNR+		1,868	509	3M	\$ 2.79	\$ 2.79
28	NAF	NAPA ANTIFREEZE	Chemicals	Antifreeze & Coolant	RTU1GAL	ANTIFRZE	GAL	140	19	Old World Industries	\$ 6.68	\$ 6.68
29	NAF	NAPA ANTIFREEZE	Chemicals	Antifreeze & Coolant	1GAL	ANTIFREEZE	GAL	103	27	Mac's Valvoline	\$ 8.57	\$ 8.57
30	NFR	NAPA REFRIGERAN	Chemicals	Freon	ZX3012	12OZ134A	EA	89	19	Weitron	\$ 2.79	\$ 2.79
31	NHF	NAPA HYDRAULIC	Chemicals	Oil & Grease	85475	TRACTOR FLUID 5G	GAL	23	2	Warren Unilube, Inc.	\$ 33.30	\$ 33.30
32	NHF	NAPA HYDRAULIC	Chemicals	Oil & Grease	85105	R O HYDRAULIC OIL 5G	GAL	61	4	Warren Unilube, Inc.	\$ 33.79	\$ 33.79
33	NHF	NAPA HYDRAULIC	Chemicals	Oil & Grease	85805	PREM AW 46 HYD FL 5G	GAL	14	4	Warren Unilube, Inc.	\$ 32.33	\$ 32.33
34	NHF	NAPA HYDRAULIC	Chemicals	Oil & Grease	85101	R O HYDRAULIC OIL 1G	GAL	54	8	Warren Unilube, Inc.	\$ 6.85	\$ 6.85
35	NOL	NAPA OIL	Chemicals	Oil & Grease	75130	NAPA 10W30 QT	QT	50	8	Valvoline	\$ 2.23	\$ 2.23
36	NOL	NAPA OIL	Chemicals	Oil & Grease	75210	NAPA GEAR 80W-90 QT	QT	68	13	Valvoline	\$ 3.05	\$ 3.05
37	NOL	NAPA OIL	Chemicals	Oil & Grease	75050	NAPA 5W30 QT	QT	95	24	Valvoline	\$ 2.26	\$ 2.26
38	NOL	NAPA OIL	Chemicals	Oil & Grease	75150	SAE 5W20 MOTOR OIL QT	QT	155	34	Valvoline	\$ 2.26	\$ 2.26
39	NOL	NAPA OIL	Chemicals	Oil & Grease	75200	NAPA DEXRON MERCON QT	QT	613	77	Valvoline	\$ 2.50	\$ 2.50

Item No.	Product Line	Line Description	Product Type	Product Category	Part Number (for cross referencing purpose only)	Required Part's Description or Equal	UoM	Quantity Issued in FY 2013-2014	Required Minimum Stocking Quantity	Manufacturer/Brand Name	Manufacturer's Price	City's Unit Price
40	NOL	NAPA OIL	Chemicals	Oil & Grease	75123	NAPA FLEET 15W40 QT	QT	610	107	Valvoline	\$ 2.29	\$ 2.29
41	PAF	PRESTONE ANTIFR	Chemicals	Misc Chemicals	AS242	PRESTONE SPRAY DEICER	EA	97	24	Prestone Products	\$ 1.98	\$ 1.98
42	PEA	PEAK ANTIFREEZE	Chemicals	Antifreeze & Coolant	00407	PEAK GLOBAL ANTIFRZ	GAL	472	27	Old World Industries	\$ 11.33	\$ 11.33
43	SF	SEAFOAM	Chemicals	Additives	SF16	MOTOR TUNE-UP 16OZ	EA	339	27	Sea Foam	\$ 6.41	\$ 6.41
44	SL	STA-LUBE	Chemicals	Oil & Grease	SL3190	EP PREM RED GRS CART	EA	535	62	CRC	\$ 4.23	\$ 4.23
45	VAL	VALVOLINE	Chemicals	Oil & Grease	723856	GEAR OIL	QT	1	2	Valvoline	\$ 173.18	\$ 173.18
46	VAL	VALVOLINE	Chemicals	Oil & Grease	774039	NATURALGAS FLEETOIL	GAL	38	21	Valvoline	\$ 17.80	\$ 17.80
47	VAL	VALVOLINE	Chemicals	Oil & Grease	324	MAX LIFE TRANS FLUID	QT	290	31	Valvoline	\$ 4.90	\$ 4.90
48	VAL	VALVOLINE	Chemicals	Oil & Grease	346	TRANS FL	QT	17	38	Valvoline	\$ 4.81	\$ 4.81
49	VAL	VALVOLINE	Chemicals	Oil & Grease	729566	DIESEL EXST FLD 2.5 GA	GAL	142	14	Valvoline	\$ 10.21	\$ 10.21
50	VAL	VALVOLINE	Chemicals	Oil & Grease	975	SYN GEAR OIL 75-90 QT	QT	136	15	Valvoline	\$ 9.41	\$ 9.41
51	VAL	VALVOLINE	Chemicals	Oil & Grease	360	DURABLDN MERCON V QT	QT	175	24	Valvoline	\$ 4.33	\$ 4.33
52	WD	WD 40 PRODUCTS	Chemicals	Oil & Grease	10032	SMART STRAW LUBRICANT	EA	145	21	WD40 Company	\$ 5.31	\$ 5.31
53	WWS	WINDSHIELD WASH	Chemicals	Fluids	PLUS20	WASHER FLUID	GAL	692	23	Old World	\$ 1.27	\$ 1.27
54	9HD	heavy duty part	Generic	HD Vehicle Repair Parts	802062	BRAKE Rotor	EA	4	2	Bendix	\$ 423.93	\$ 423.93
55	9HD	heavy duty part	Generic	HD Vehicle Repair Parts	REDOILKITS	Oil Kits	EA	163	13		\$ 18.10	\$ 18.10
56	9HD	heavy duty part	Generic	HD Vehicle Repair Parts	PG60FILTER	Oil Filter	EA	241	38	Pleatco	\$ 39.00	\$ 39.00
57	9HD	heavy duty part	Generic	HD Vehicle Repair Parts	OILKITS	Blue Oil Kits	EA	141	48		\$ 28.15	\$ 28.15
58	9HD	heavy duty part	Generic	HD Vehicle Repair Parts	GREASELANDFILL	Landfill Grease	EA	2,440	760		\$ 3.65	\$ 3.65
59	9SC	SUPPLY COMPANY	Generic	Misc Parts/ Supplies	AT1AP1H	proxy switch	EA	79	14	Precision Controls	\$ 26.50	\$ 26.50
60	ATP	NAPA AUTOMATIC	Generic	Auto Trans Part	17796	FILTER	EA	39	3	Automatic Transmissi	\$ 5.21	\$ 5.21
61	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7552107	RATCHET TIE DOWN	EA	37	2	Highland	\$ 21.94	\$ 21.94
62	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7825252	BOOSTER CABLE	EA	14	2	NAPA Balkamp	\$ 57.02	\$ 57.02
63	BK	BALKAMP	Generic	Maintenace Parts & Supplies	8992162	NAPA TECH GLOVE XL	EA	65	2	NAPA Balkamp	\$ 12.61	\$ 12.61
64	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7151230	GRSE GUN	EA	41	4	Idwide Welding/Lube	\$ 28.50	\$ 28.50
65	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7651814	AIR FRESHENER	EA	110	4	Car Freshener Corp.	\$ 2.04	\$ 2.04
66	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7709265	24 175 UVB CBLE TIE	EA	31	4	NAPA Balkamp	\$ 14.98	\$ 14.98
67	BK	BALKAMP	Generic	Maintenace Parts & Supplies	5051210	HOS CLMP	EA	57	6	Cambridge Resources	\$ 0.29	\$ 0.29
68	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7822023	FUSE HLD	EA	60	6	Bussman	\$ 1.99	\$ 1.99
69	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7821130	FUSE	EA	89	10	Bussman	\$ 0.46	\$ 0.46
70	BK	BALKAMP	Generic	Maintenace Parts & Supplies	5051206	HOS CLMP	EA	68	11	Cambridge Resources	\$ 0.27	\$ 0.27
71	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7821110	FUSE	EA	76	11	Bussman	\$ 0.32	\$ 0.32
72	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7651736	VENTFRESH OUTDOOR	EA	209	12	Kraco Enterprises	\$ 2.45	\$ 2.45
73	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7151151	COUPLER	EA	105	13	Lumax	\$ 2.19	\$ 2.19
74	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7821112	FUSE	EA	55	14	Bussman	\$ 0.32	\$ 0.32
75	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7651737	VENTFRESH NEW CAR	EA	165	16	Kraco Enterprises	\$ 2.45	\$ 2.45
76	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7822226	CIRCUIT	EA	59	16	Bussman	\$ 5.11	\$ 5.11
77	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7151237	GRSE GUN	EA	24	18	Idwide Welding/Lube	\$ 20.51	\$ 20.51
78	BK	BALKAMP	Generic	Maintenace Parts & Supplies	7821132	FUSE	EA	124	18	Bussman	\$ 0.46	\$ 0.46
79	BK	BALKAMP	Generic	Maintenace Parts & Supplies	EN92	AAA INDUSTRIAL BATT	EA	57	27	eady/Enegizer Batter	\$ 0.44	\$ 0.44
80	BAT	NAPA BATTERIES	NAPA	Batteries	7244	BATTERY	EA	1	1	Exide/East Penn	\$ 66.75	\$ 66.75
81	BAT	NAPA BATTERIES	NAPA	Batteries	7524	BATTERY	EA	4	1	Exide/East Penn	\$ 62.35	\$ 62.35
82	BAT	NAPA BATTERIES	NAPA	Batteries	7536R	BATTERY	EA	3	1	Exide/East Penn	\$ 65.84	\$ 65.84
83	BAT	NAPA BATTERIES	NAPA	Batteries	7549	BATTERY	EA	2	1	Exide/East Penn	\$ 81.03	\$ 81.03
84	BAT	NAPA BATTERIES	NAPA	Batteries	7556	BATTERY	EA	2	1	Exide/East Penn	\$ 64.06	\$ 64.06
85	BAT	NAPA BATTERIES	NAPA	Batteries	7558	BATTERY	EA	6	1	Exide/East Penn	\$ 59.32	\$ 59.32
86	BAT	NAPA BATTERIES	NAPA	Batteries	7558R	BATTERY	EA	3	1	Exide/East Penn	\$ 63.57	\$ 63.57
87	BAT	NAPA BATTERIES	NAPA	Batteries	7575	BATTERY	EA	5	1	Exide/East Penn	\$ 57.15	\$ 57.15
88	BAT	NAPA BATTERIES	NAPA	Batteries	8144	BATTERY	EA	6	1	Exide/East Penn	\$ 86.85	\$ 86.85
89	BAT	NAPA BATTERIES	NAPA	Batteries	8223	BATTERY	EA	5	1	Exide/East Penn	\$ 66.75	\$ 66.75
90	BAT	NAPA BATTERIES	NAPA	Batteries	8224	BATTERY	EA	4	1	Exide/East Penn	\$ 27.74	\$ 27.74
91	BAT	NAPA BATTERIES	NAPA	Batteries	8240	BATTERY	EA	11	1	Exide/East Penn	\$ 63.91	\$ 63.91
92	BAT	NAPA BATTERIES	NAPA	Batteries	8496R	BATTERY	EA	3	1	Exide/East Penn	\$ 72.94	\$ 72.94
93	BAT	NAPA BATTERIES	NAPA	Batteries	N993478RED	BATTERY	EA	6	1	Exide/East Penn	\$ 141.37	\$ 141.37
94	BAT	NAPA BATTERIES	NAPA	Batteries	7251	BATTERY	EA	4	2	Exide/East Penn	\$ 111.73	\$ 111.73
95	BAT	NAPA BATTERIES	NAPA	Batteries	7266	BATTERY	EA	4	2	Exide/East Penn	\$ 126.37	\$ 126.37

Item No.	Product Line	Line Description	Product Type	Product Category	Part Number (for cross referencing purpose only)	Required Part's Description or Equal	UoM	Quantity Issued in FY 2013-2014	Required Minimum Stocking Quantity	Manufacturer/Brand Name	Manufacturer's Price	City's Unit Price
96	BAT	NAPA BATTERIES	NAPA	Batteries	7271	BATTERY	EA	7	2	Exide/East Penn	\$ 148.96	\$ 148.96
97	BAT	NAPA BATTERIES	NAPA	Batteries	7526R	BATTERY	EA	3	2	Exide/East Penn	\$ 64.62	\$ 64.62
98	BAT	NAPA BATTERIES	NAPA	Batteries	7540R	BATTERY	EA	6	2	Exide/East Penn	\$ 66.03	\$ 66.03
99	BAT	NAPA BATTERIES	NAPA	Batteries	7565	BATTERY	EA	2	2	Exide/East Penn	\$ 71.76	\$ 71.76
100	BAT	NAPA BATTERIES	NAPA	Batteries	8434	BATTERY	EA	9	2	Exide/East Penn	\$ 68.29	\$ 68.29
101	BAT	NAPA BATTERIES	NAPA	Batteries	843478	BATTERY	EA	8	2	Exide/East Penn	\$ 72.99	\$ 72.99
102	BAT	NAPA BATTERIES	NAPA	Batteries	9165	BATTERY	EA	8	2	Exide/East Penn	\$ 114.35	\$ 114.35
103	BAT	NAPA BATTERIES	NAPA	Batteries	9894R	AGM BATTERY	EA	2	2	Exide/East Penn	\$ 134.08	\$ 134.08
104	BAT	NAPA BATTERIES	NAPA	Batteries	7594R	BATTERY	EA	5	3	Exide/East Penn	\$ 95.77	\$ 95.77
105	BAT	NAPA BATTERIES	NAPA	Batteries	7237	BATTERY	EA	14	4	Exide/East Penn	\$ 83.71	\$ 83.71
106	BAT	NAPA BATTERIES	NAPA	Batteries	7239	BATTERY	EA	2	4	Exide/East Penn	\$ 75.16	\$ 75.16
107	BAT	NAPA BATTERIES	NAPA	Batteries	7578	BATTERY	EA	5	4	Exide/East Penn	\$ 62.82	\$ 62.82
108	BAT	NAPA BATTERIES	NAPA	Batteries	N9931TYEL	BATTERY	EA	12	5	Exide/East Penn	\$ 205.73	\$ 205.73
109	BAT	NAPA BATTERIES	NAPA	Batteries	7236	BATTERY	EA	101	8	Exide/East Penn	\$ 83.73	\$ 83.73
110	BAT	NAPA BATTERIES	NAPA	Batteries	9848	BATTERY	EA	24	8	Exide/East Penn	\$ 112.34	\$ 112.34
111	BAT	NAPA BATTERIES	NAPA	Batteries	8465	BATTERY	EA	134	10	Exide/East Penn	\$ 76.89	\$ 76.89
112	BEL	BELDEN	NAPA	Electric Cable & Wiring	736117	BULK BATTERY CABLE	Foot	59	16	Echlin Ignition	\$ 1.15	\$ 1.15
113	BEL	BELDEN	NAPA	Electric Cable & Wiring	736102	CABLE	EA	50	20	Echlin Ignition	\$ 1.55	\$ 1.55
114	BEL	BELDEN	NAPA	Electric Cable & Wiring	736121	BULK BATTERY CABLE	EA	53	35	Echlin Ignition	\$ 3.61	\$ 3.61
115	ECH	ECHLIN IGNITION	NAPA	Vehicle Ignition Parts	IC369	IGNITION COIL	EA	42	16	Echlin Ignition	\$ 31.83	\$ 31.83
116	FIL	NAPA FILTERS	NAPA	Filters	1799MP	OIL FILTERS	EA	4	2	Wix/NAPA Gold	\$ 12.67	\$ 12.67
117	FIL	NAPA FILTERS	NAPA	Filters	1200	HYD FIL	EA	1	1	Wix/NAPA Gold	\$ 10.01	\$ 10.01
118	FIL	NAPA FILTERS	NAPA	Filters	1261	OIL FIL	EA	1	1	Wix/NAPA Gold	\$ 3.67	\$ 3.67
119	FIL	NAPA FILTERS	NAPA	Filters	1307	OIL FIL	EA	4	1	Wix/NAPA Gold	\$ 2.90	\$ 2.90
120	FIL	NAPA FILTERS	NAPA	Filters	1445	NAPA HYDRAULIC FILTR	EA	1	1	Wix/NAPA Gold	\$ 23.48	\$ 23.48
121	FIL	NAPA FILTERS	NAPA	Filters	1545	NAPA HYDRAULIC FILTER	EA	3	1	Wix/NAPA Gold	\$ 8.79	\$ 8.79
122	FIL	NAPA FILTERS	NAPA	Filters	1551	HYD FIL	EA	26	1	Wix/NAPA Gold	\$ 1.92	\$ 1.92
123	FIL	NAPA FILTERS	NAPA	Filters	1553	HYD FIL	EA	4	1	Wix/NAPA Gold	\$ 3.71	\$ 3.71
124	FIL	NAPA FILTERS	NAPA	Filters	1586	HYD FIL	EA	2	1	Wix/NAPA Gold	\$ 12.89	\$ 12.89
125	FIL	NAPA FILTERS	NAPA	Filters	1683	HYD FIL	EA	1	1	Wix/NAPA Gold	\$ 37.84	\$ 37.84
126	FIL	NAPA FILTERS	NAPA	Filters	1773	OIL FIL	EA	3	1	Wix/NAPA Gold	\$ 2.31	\$ 2.31
127	FIL	NAPA FILTERS	NAPA	Filters	1820	HYD FIL	EA	4	1	Wix/NAPA Gold	\$ 6.37	\$ 6.37
128	FIL	NAPA FILTERS	NAPA	Filters	1858	HYD FIL	EA	1	1	Wix/NAPA Gold	\$ 13.20	\$ 13.20
129	FIL	NAPA FILTERS	NAPA	Filters	2114	AIR FIL	EA	7	1	Wix/NAPA Gold	\$ 41.02	\$ 41.02
130	FIL	NAPA FILTERS	NAPA	Filters	2233	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 16.98	\$ 16.98
131	FIL	NAPA FILTERS	NAPA	Filters	2235	AIR FIL	EA	3	1	Wix/NAPA Gold	\$ 63.62	\$ 63.62
132	FIL	NAPA FILTERS	NAPA	Filters	2236	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 37.15	\$ 37.15
133	FIL	NAPA FILTERS	NAPA	Filters	2243	AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 18.04	\$ 18.04
134	FIL	NAPA FILTERS	NAPA	Filters	2253	AIR FIL	EA	2	1	Wix/NAPA Gold	\$ 24.46	\$ 24.46
135	FIL	NAPA FILTERS	NAPA	Filters	2276	AIR FIL	EA	1	1	Wix/NAPA Gold	\$ 11.98	\$ 11.98
136	FIL	NAPA FILTERS	NAPA	Filters	2321	AIR FIL	EA	7	1	Wix/NAPA Gold	\$ 19.58	\$ 19.58
137	FIL	NAPA FILTERS	NAPA	Filters	2330	OUTER FILTER FOR 2816	EA	2	1	Wix/NAPA Gold	\$ 22.00	\$ 22.00
138	FIL	NAPA FILTERS	NAPA	Filters	2420	AIR FIL	EA	7	1	Wix/NAPA Gold	\$ 4.11	\$ 4.11
139	FIL	NAPA FILTERS	NAPA	Filters	2433	AIR FIL	EA	1	1	Wix/NAPA Gold	\$ 6.43	\$ 6.43
140	FIL	NAPA FILTERS	NAPA	Filters	2488	Air Filter (Gold)	EA	4	1	Wix/NAPA Gold	\$ 8.12	\$ 8.12
141	FIL	NAPA FILTERS	NAPA	Filters	2557	NAPA CABIN AIR FILTER	EA	3	1	Wix/NAPA Gold	\$ 13.18	\$ 13.18
142	FIL	NAPA FILTERS	NAPA	Filters	2709	NAPAGOLD AIR FILTER	EA	3	1	Wix/NAPA Gold	\$ 9.65	\$ 9.65
143	FIL	NAPA FILTERS	NAPA	Filters	2725	AIR FILTER	EA	2	1	Wix/NAPA Gold	\$ 8.97	\$ 8.97
144	FIL	NAPA FILTERS	NAPA	Filters	2769	AIR FIL	EA	3	1	Wix/NAPA Gold	\$ 9.66	\$ 9.66
145	FIL	NAPA FILTERS	NAPA	Filters	2809	Air Filter (Gold)	EA	2	1	Wix/NAPA Gold	\$ 33.54	\$ 33.54
146	FIL	NAPA FILTERS	NAPA	Filters	2816	INNER FILTER FOR 2330	EA	2	1	Wix/NAPA Gold	\$ 13.82	\$ 13.82
147	FIL	NAPA FILTERS	NAPA	Filters	2817	AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 65.25	\$ 65.25
148	FIL	NAPA FILTERS	NAPA	Filters	2818	AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 54.20	\$ 54.20
149	FIL	NAPA FILTERS	NAPA	Filters	2845	AIR FILTER	EA	5	1	Wix/NAPA Gold	\$ 7.20	\$ 7.20
150	FIL	NAPA FILTERS	NAPA	Filters	2852	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 19.73	\$ 19.73
151	FIL	NAPA FILTERS	NAPA	Filters	3001	FUEL FIL	EA	2	1	Wix/NAPA Gold	\$ 1.47	\$ 1.47

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152	FIL	NAPA FILTERS	NAPA	Filters	3031	FUEL FIL	EA	1	1	Wix/NAPA Gold	\$ 1.51	\$ 1.51
153	FIL	NAPA FILTERS	NAPA	Filters	3032	FUEL FIL	EA	9	1	Wix/NAPA Gold	\$ 1.59	\$ 1.59
154	FIL	NAPA FILTERS	NAPA	Filters	3033	FUEL FIL	EA	2	1	Wix/NAPA Gold	\$ 1.94	\$ 1.94
155	FIL	NAPA FILTERS	NAPA	Filters	3097	FUEL FIL	EA	2	1	Wix/NAPA Gold	\$ 2.80	\$ 2.80
156	FIL	NAPA FILTERS	NAPA	Filters	3120	FUEL FIL	EA	5	1	Wix/NAPA Gold	\$ 2.58	\$ 2.58
157	FIL	NAPA FILTERS	NAPA	Filters	3132	FUEL FILTER	EA	4	1	Wix/NAPA Gold	\$ 13.83	\$ 13.83
158	FIL	NAPA FILTERS	NAPA	Filters	3166	FUEL FIL	EA	1	1	Wix/NAPA Gold	\$ 1.88	\$ 1.88
159	FIL	NAPA FILTERS	NAPA	Filters	3192	FUEL FIL	EA	15	1	Wix/NAPA Gold	\$ 7.17	\$ 7.17
160	FIL	NAPA FILTERS	NAPA	Filters	3210	FUEL FIL	EA	2	1	Wix/NAPA Gold	\$ 7.06	\$ 7.06
161	FIL	NAPA FILTERS	NAPA	Filters	3262	FUEL FIL	EA	1	1	Wix/NAPA Gold	\$ 4.49	\$ 4.49
162	FIL	NAPA FILTERS	NAPA	Filters	3263	FUEL FIL	EA	2	1	Wix/NAPA Gold	\$ 3.92	\$ 3.92
163	FIL	NAPA FILTERS	NAPA	Filters	3370	FUEL FIL	EA	1	1	Wix/NAPA Gold	\$ 6.56	\$ 6.56
164	FIL	NAPA FILTERS	NAPA	Filters	3386	FUEL FIL	EA	1	1	Wix/NAPA Gold	\$ 4.17	\$ 4.17
165	FIL	NAPA FILTERS	NAPA	Filters	3393	Fuel Dispensing Pump	EA	1	1	Wix/NAPA Gold	\$ 5.02	\$ 5.02
166	FIL	NAPA FILTERS	NAPA	Filters	3399	FUEL FIL	EA	2	1	Wix/NAPA Gold	\$ 6.73	\$ 6.73
167	FIL	NAPA FILTERS	NAPA	Filters	3403	FUEL FIL	EA	3	1	Wix/NAPA Gold	\$ 5.85	\$ 5.85
168	FIL	NAPA FILTERS	NAPA	Filters	3405	FUEL FIL	EA	2	1	Wix/NAPA Gold	\$ 7.70	\$ 7.70
169	FIL	NAPA FILTERS	NAPA	Filters	3424	FUEL FILTER	EA	10	1	Wix/NAPA Gold	\$ 7.09	\$ 7.09
170	FIL	NAPA FILTERS	NAPA	Filters	3481	FUEL FIL	EA	1	1	Wix/NAPA Gold	\$ 5.63	\$ 5.63
171	FIL	NAPA FILTERS	NAPA	Filters	3507	FUEL FIL	EA	1	1	Wix/NAPA Gold	\$ 4.44	\$ 4.44
172	FIL	NAPA FILTERS	NAPA	Filters	3527	NAPAGOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 11.22	\$ 11.22
173	FIL	NAPA FILTERS	NAPA	Filters	3540	NAPAGOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 3.88	\$ 3.88
174	FIL	NAPA FILTERS	NAPA	Filters	3585XE	NAPAGOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 8.22	\$ 8.22
175	FIL	NAPA FILTERS	NAPA	Filters	3587	FUEL FILTER	EA	3	1	Wix/NAPA Gold	\$ 8.74	\$ 8.74
176	FIL	NAPA FILTERS	NAPA	Filters	3588	FUEL FILTER	EA	2	1	Wix/NAPA Gold	\$ 6.92	\$ 6.92
177	FIL	NAPA FILTERS	NAPA	Filters	3628	FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 9.72	\$ 9.72
178	FIL	NAPA FILTERS	NAPA	Filters	3636	FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 10.12	\$ 10.12
179	FIL	NAPA FILTERS	NAPA	Filters	3638	FUEL FILTER	EA	2	1	Wix/NAPA Gold	\$ 10.59	\$ 10.59
180	FIL	NAPA FILTERS	NAPA	Filters	3640	FUEL FILTER	EA	23	1	Wix/NAPA Gold	\$ 12.03	\$ 12.03
181	FIL	NAPA FILTERS	NAPA	Filters	3651XE	FUEL FILTER	EA	3	1	Wix/NAPA Gold	\$ 9.53	\$ 9.53
182	FIL	NAPA FILTERS	NAPA	Filters	3659	NAPAGOLD FUEL FILTER	EA	8	1	Wix/NAPA Gold	\$ 9.39	\$ 9.39
183	FIL	NAPA FILTERS	NAPA	Filters	3694	NAPAGOLD FUEL FILTER	EA	2	1	Wix/NAPA Gold	\$ 12.64	\$ 12.64
184	FIL	NAPA FILTERS	NAPA	Filters	3722	NAPAGOLD FUEL FILTER	EA	2	1	Wix/NAPA Gold	\$ 7.95	\$ 7.95
185	FIL	NAPA FILTERS	NAPA	Filters	3739	NAPAGOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 9.37	\$ 9.37
186	FIL	NAPA FILTERS	NAPA	Filters	3740	NAPAGOLD FUEL FILTER	EA	6	1	Wix/NAPA Gold	\$ 16.52	\$ 16.52
187	FIL	NAPA FILTERS	NAPA	Filters	3752	FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 13.11	\$ 13.11
188	FIL	NAPA FILTERS	NAPA	Filters	3759	NAPAGOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 10.05	\$ 10.05
189	FIL	NAPA FILTERS	NAPA	Filters	3765	NAPAGOLD FUEL FILTER	EA	3	1	Wix/NAPA Gold	\$ 10.63	\$ 10.63
190	FIL	NAPA FILTERS	NAPA	Filters	3780	FUEL FILTER	EA	5	1	Wix/NAPA Gold	\$ 20.11	\$ 20.11
191	FIL	NAPA FILTERS	NAPA	Filters	3792	FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 7.78	\$ 7.78
192	FIL	NAPA FILTERS	NAPA	Filters	3812	FUEL FILTER	EA	2	1	Wix/NAPA Gold	\$ 19.71	\$ 19.71
193	FIL	NAPA FILTERS	NAPA	Filters	3817	FUEL FIL	EA	1	1	Wix/NAPA Gold	\$ 15.02	\$ 15.02
194	FIL	NAPA FILTERS	NAPA	Filters	3818	FUEL FIL	EA	4	1	Wix/NAPA Gold	\$ 15.58	\$ 15.58
195	FIL	NAPA FILTERS	NAPA	Filters	3937	NAPAGOLD FUEL FILTER	EA	2	1	Wix/NAPA Gold	\$ 9.82	\$ 9.82
196	FIL	NAPA FILTERS	NAPA	Filters	3941	NAPAGOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 2.19	\$ 2.19
197	FIL	NAPA FILTERS	NAPA	Filters	3958	FUEL FIL	EA	6	1	Wix/NAPA Gold	\$ 10.98	\$ 10.98
198	FIL	NAPA FILTERS	NAPA	Filters	3959	FUEL FIL	EA	4	1	Wix/NAPA Gold	\$ 12.45	\$ 12.45
199	FIL	NAPA FILTERS	NAPA	Filters	3960	NAPAGOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 9.93	\$ 9.93
200	FIL	NAPA FILTERS	NAPA	Filters	3961	NAPAGOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 4.48	\$ 4.48
201	FIL	NAPA FILTERS	NAPA	Filters	3976	NAPAGOLD FUEL FILTER	EA	2	1	Wix/NAPA Gold	\$ 11.03	\$ 11.03
202	FIL	NAPA FILTERS	NAPA	Filters	4071	COOL FIL	EA	17	1	Wix/NAPA Gold	\$ 3.49	\$ 3.49
203	FIL	NAPA FILTERS	NAPA	Filters	4073	COOL FIL	EA	2	1	Wix/NAPA Gold	\$ 5.76	\$ 5.76
204	FIL	NAPA FILTERS	NAPA	Filters	4084	COOL FIL	EA	4	1	Wix/NAPA Gold	\$ 32.92	\$ 32.92
205	FIL	NAPA FILTERS	NAPA	Filters	4196	COOL FIL	EA	1	1	Wix/NAPA Gold	\$ 11.55	\$ 11.55
206	FIL	NAPA FILTERS	NAPA	Filters	4348	FUEL FIL	EA	2	1	Wix/NAPA Gold	\$ 4.80	\$ 4.80
207	FIL	NAPA FILTERS	NAPA	Filters	4466	NAPA CABIN AIR FILTER	EA	2	1	Wix/NAPA Gold	\$ 8.16	\$ 8.16

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208	FIL	NAPA FILTERS	NAPA	Filters	4590	NAPA CABIN AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 7.72	\$ 7.72
209	FIL	NAPA FILTERS	NAPA	Filters	4849	NAPAGOLD FUEL FILTER	EA	3	1	Wix/NAPA Gold	\$ 17.73	\$ 17.73
210	FIL	NAPA FILTERS	NAPA	Filters	4883	CABIN AIR FILTER	EA	2	1	Wix/NAPA Gold	\$ 6.08	\$ 6.08
211	FIL	NAPA FILTERS	NAPA	Filters	600052	NAPA GOLD FUEL FILTER	EA	2	1	Wix/NAPA Gold	\$ 12.29	\$ 12.29
212	FIL	NAPA FILTERS	NAPA	Filters	600059	NAPA GOLD FUEL FILTER	EA	1	1	Wix/NAPA Gold	\$ 13.15	\$ 13.15
213	FIL	NAPA FILTERS	NAPA	Filters	6080	AIR FIL	EA	1	1	Wix/NAPA Gold	\$ 4.16	\$ 4.16
214	FIL	NAPA FILTERS	NAPA	Filters	6128	AIR FIL	EA	9	1	Wix/NAPA Gold	\$ 3.81	\$ 3.81
215	FIL	NAPA FILTERS	NAPA	Filters	6314	AIR FIL	EA	7	1	Wix/NAPA Gold	\$ 18.59	\$ 18.59
216	FIL	NAPA FILTERS	NAPA	Filters	6353	AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 41.72	\$ 41.72
217	FIL	NAPA FILTERS	NAPA	Filters	6375	AIR FIL	EA	10	1	Wix/NAPA Gold	\$ 12.65	\$ 12.65
218	FIL	NAPA FILTERS	NAPA	Filters	6404	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 22.83	\$ 22.83
219	FIL	NAPA FILTERS	NAPA	Filters	6458	AIR FIL	EA	2	1	Wix/NAPA Gold	\$ 49.25	\$ 49.25
220	FIL	NAPA FILTERS	NAPA	Filters	6474	AIR FIL	EA	1	1	Wix/NAPA Gold	\$ 22.57	\$ 22.57
221	FIL	NAPA FILTERS	NAPA	Filters	6475	AIR FIL	EA	1	1	Wix/NAPA Gold	\$ 19.67	\$ 19.67
222	FIL	NAPA FILTERS	NAPA	Filters	6477	AIR FIL	EA	4	1	Wix/NAPA Gold	\$ 20.20	\$ 20.20
223	FIL	NAPA FILTERS	NAPA	Filters	6489	AIR FIL	EA	8	1	Wix/NAPA Gold	\$ 15.84	\$ 15.84
224	FIL	NAPA FILTERS	NAPA	Filters	6490	AIR FIL	EA	6	1	Wix/NAPA Gold	\$ 11.96	\$ 11.96
225	FIL	NAPA FILTERS	NAPA	Filters	6496	AIR FIL	EA	2	1	Wix/NAPA Gold	\$ 20.75	\$ 20.75
226	FIL	NAPA FILTERS	NAPA	Filters	6569	AIR FIL	EA	12	1	Wix/NAPA Gold	\$ 10.76	\$ 10.76
227	FIL	NAPA FILTERS	NAPA	Filters	6607	AIR FIL	EA	9	1	Wix/NAPA Gold	\$ 26.74	\$ 26.74
228	FIL	NAPA FILTERS	NAPA	Filters	6664	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 28.37	\$ 28.37
229	FIL	NAPA FILTERS	NAPA	Filters	6689	AIR FIL	EA	2	1	Wix/NAPA Gold	\$ 17.59	\$ 17.59
230	FIL	NAPA FILTERS	NAPA	Filters	6701	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 23.07	\$ 23.07
231	FIL	NAPA FILTERS	NAPA	Filters	6748	NAPAGOLD AIR FILTER	EA	3	1	Wix/NAPA Gold	\$ 60.87	\$ 60.87
232	FIL	NAPA FILTERS	NAPA	Filters	6782	AIR FILTER	EA	4	1	Wix/NAPA Gold	\$ 19.80	\$ 19.80
233	FIL	NAPA FILTERS	NAPA	Filters	6804	AIR FILTER	EA	4	1	Wix/NAPA Gold	\$ 10.44	\$ 10.44
234	FIL	NAPA FILTERS	NAPA	Filters	6813	AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 65.22	\$ 65.22
235	FIL	NAPA FILTERS	NAPA	Filters	6818	NAPAGOLD AIR FILTER	EA	10	1	Wix/NAPA Gold	\$ 26.86	\$ 26.86
236	FIL	NAPA FILTERS	NAPA	Filters	6825	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 16.40	\$ 16.40
237	FIL	NAPA FILTERS	NAPA	Filters	6829	NAPAGOLD AIR FILTER	EA	9	1	Wix/NAPA Gold	\$ 25.95	\$ 25.95
238	FIL	NAPA FILTERS	NAPA	Filters	6836	AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 30.68	\$ 30.68
239	FIL	NAPA FILTERS	NAPA	Filters	6842	AIR FIL	EA	8	1	Wix/NAPA Gold	\$ 39.04	\$ 39.04
240	FIL	NAPA FILTERS	NAPA	Filters	6871	AIR FILTER	EA	7	1	Wix/NAPA Gold	\$ 28.98	\$ 28.98
241	FIL	NAPA FILTERS	NAPA	Filters	6919	FILTER	EA	9	1	Wix/NAPA Gold	\$ 37.28	\$ 37.28
242	FIL	NAPA FILTERS	NAPA	Filters	6932	NAPAGOLD AIR FILTER	EA	2	1	Wix/NAPA Gold	\$ 17.00	\$ 17.00
243	FIL	NAPA FILTERS	NAPA	Filters	6934	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 9.92	\$ 9.92
244	FIL	NAPA FILTERS	NAPA	Filters	6935	NAPAGOLD AIR FILTER	EA	3	1	Wix/NAPA Gold	\$ 5.30	\$ 5.30
245	FIL	NAPA FILTERS	NAPA	Filters	6937	NAPAGOLD AIR FILTER	EA	9	1	Wix/NAPA Gold	\$ 32.44	\$ 32.44
246	FIL	NAPA FILTERS	NAPA	Filters	7084	NAPA HYDRAULIC FILTR	EA	2	1	Wix/NAPA Gold	\$ 42.43	\$ 42.43
247	FIL	NAPA FILTERS	NAPA	Filters	7087	HYDRAULIC FILTER	EA	5	1	Wix/NAPA Gold	\$ 56.40	\$ 56.40
248	FIL	NAPA FILTERS	NAPA	Filters	7143	NAPAGOLD OIL FILTER	EA	1	1	Wix/NAPA Gold	\$ 4.67	\$ 4.67
249	FIL	NAPA FILTERS	NAPA	Filters	7151	NAPAGOLD OIL FILTER	EA	1	1	Wix/NAPA Gold	\$ 9.41	\$ 9.41
250	FIL	NAPA FILTERS	NAPA	Filters	7181	NAPAGOLD OIL FILTER	EA	3	1	Wix/NAPA Gold	\$ 7.52	\$ 7.52
251	FIL	NAPA FILTERS	NAPA	Filters	7191	NAPAGOLD AIRFILTER	EA	1	1	Wix/NAPA Gold	\$ 9.32	\$ 9.32
252	FIL	NAPA FILTERS	NAPA	Filters	7203	OIL FILTER	EA	2	1	Wix/NAPA Gold	\$ 2.71	\$ 2.71
253	FIL	NAPA FILTERS	NAPA	Filters	7207	NAPAGOLD OIL FILTER	EA	5	1	Wix/NAPA Gold	\$ 7.67	\$ 7.67
254	FIL	NAPA FILTERS	NAPA	Filters	7213	OIL FILTER	EA	1	1	Wix/NAPA Gold	\$ 13.24	\$ 13.24
255	FIL	NAPA FILTERS	NAPA	Filters	7220	HYDRAULIC FILTER	EA	1	1	Wix/NAPA Gold	\$ 20.27	\$ 20.27
256	FIL	NAPA FILTERS	NAPA	Filters	7233	NAPAGOLD OIL FILTER	EA	1	1	Wix/NAPA Gold	\$ 7.55	\$ 7.55
257	FIL	NAPA FILTERS	NAPA	Filters	7315	FILTER, HYD	EA	1	1	Wix/NAPA Gold	\$ 10.69	\$ 10.69
258	FIL	NAPA FILTERS	NAPA	Filters	7324	NAPAGOLD OIL FILTER	EA	8	1	Wix/NAPA Gold	\$ 17.03	\$ 17.03
259	FIL	NAPA FILTERS	NAPA	Filters	7421	HYDRAULIC FILTER	EA	3	1	Wix/NAPA Gold	\$ 19.56	\$ 19.56
260	FIL	NAPA FILTERS	NAPA	Filters	7457	NAPA HYDRAULIC FILTR	EA	4	1	Wix/NAPA Gold	\$ 28.59	\$ 28.59
261	FIL	NAPA FILTERS	NAPA	Filters	7502	NAPAGOLD OIL FILTER	EA	2	1	Wix/NAPA Gold	\$ 2.75	\$ 2.75
262	FIL	NAPA FILTERS	NAPA	Filters	7521	OIL FILTER	EA	3	1	Wix/NAPA Gold	\$ 10.11	\$ 10.11
263	FIL	NAPA FILTERS	NAPA	Filters	7557	HYD FIL	EA	1	1	Wix/NAPA Gold	\$ 11.31	\$ 11.31

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264	FIL	NAPA FILTERS	NAPA	Filters	7708	NAPAGOLD OIL FILTER	EA	1	1	Wix/NAPA Gold	\$ 23.19	\$ 23.19
265	FIL	NAPA FILTERS	NAPA	Filters	7720	HYDRALIC FILTER	EA	3	1	Wix/NAPA Gold	\$ 19.88	\$ 19.88
266	FIL	NAPA FILTERS	NAPA	Filters	7744XD	NAPAGOLD OIL FILTER	EA	16	1	Wix/NAPA Gold	\$ 22.68	\$ 22.68
267	FIL	NAPA FILTERS	NAPA	Filters	7777	NAPAGOLD OIL FILTER	EA	6	1	Wix/NAPA Gold	\$ 26.53	\$ 26.53
268	FIL	NAPA FILTERS	NAPA	Filters	7791	NAPAGOLD OIL FILTER	EA	4	1	Wix/NAPA Gold	\$ 5.02	\$ 5.02
269	FIL	NAPA FILTERS	NAPA	Filters	9075	NAPAGOLD AIR FILTER	EA	8	1	Wix/NAPA Gold	\$ 22.00	\$ 22.00
270	FIL	NAPA FILTERS	NAPA	Filters	9116	Air Filter (Gold)	EA	1	1	Wix/NAPA Gold	\$ 6.23	\$ 6.23
271	FIL	NAPA FILTERS	NAPA	Filters	9131	AIR FILTER	EA	4	1	Wix/NAPA Gold	\$ 41.32	\$ 41.32
272	FIL	NAPA FILTERS	NAPA	Filters	9160	NAPA GOLD AIR FILTER	EA	2	1	Wix/NAPA Gold	\$ 10.08	\$ 10.08
273	FIL	NAPA FILTERS	NAPA	Filters	9205	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 11.96	\$ 11.96
274	FIL	NAPA FILTERS	NAPA	Filters	9244	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 10.39	\$ 10.39
275	FIL	NAPA FILTERS	NAPA	Filters	9266	CABIN AIR FILTER	EA	3	1	Wix/NAPA Gold	\$ 21.35	\$ 21.35
276	FIL	NAPA FILTERS	NAPA	Filters	9275	NAPAGOLD AIR FILTER	EA	2	1	Wix/NAPA Gold	\$ 22.76	\$ 22.76
277	FIL	NAPA FILTERS	NAPA	Filters	9314	NAPAGOLD AIR FILTER	EA	4	1	Wix/NAPA Gold	\$ 12.76	\$ 12.76
278	FIL	NAPA FILTERS	NAPA	Filters	9666	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 42.07	\$ 42.07
279	FIL	NAPA FILTERS	NAPA	Filters	9779	NAPAGOLD AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 40.50	\$ 40.50
280	FIL	NAPA FILTERS	NAPA	Filters	9813	NAPA CABIN AIR FILTER	EA	1	1	Wix/NAPA Gold	\$ 11.48	\$ 11.48
281	FIL	NAPA FILTERS	NAPA	Filters	9873	NAPAGOLD AIR FILTER	EA	2	1	Wix/NAPA Gold	\$ 9.86	\$ 9.86
282	FIL	NAPA FILTERS	NAPA	Filters	1042	OIL FIL	EA	7	2	Wix/NAPA Gold	\$ 2.80	\$ 2.80
283	FIL	NAPA FILTERS	NAPA	Filters	1056	OIL FIL	EA	4	2	Wix/NAPA Gold	\$ 4.74	\$ 4.74
284	FIL	NAPA FILTERS	NAPA	Filters	1064	OIL FIL	EA	8	2	Wix/NAPA Gold	\$ 2.27	\$ 2.27
285	FIL	NAPA FILTERS	NAPA	Filters	1194	OIL FIL	EA	2	2	Wix/NAPA Gold	\$ 9.87	\$ 9.87
286	FIL	NAPA FILTERS	NAPA	Filters	1197XE	HYDRAULIC FILTER	EA	3	2	Wix/NAPA Gold	\$ 19.88	\$ 19.88
287	FIL	NAPA FILTERS	NAPA	Filters	1243	OIL FIL	EA	3	2	Wix/NAPA Gold	\$ 3.22	\$ 3.22
288	FIL	NAPA FILTERS	NAPA	Filters	1348	OIL FIL	EA	16	2	Wix/NAPA Gold	\$ 2.48	\$ 2.48
289	FIL	NAPA FILTERS	NAPA	Filters	1367	NAPA HYDRAULIC FILTR	EA	2	2	Wix/NAPA Gold	\$ 7.54	\$ 7.54
290	FIL	NAPA FILTERS	NAPA	Filters	1394	OIL FIL	EA	16	2	Wix/NAPA Gold	\$ 2.68	\$ 2.68
291	FIL	NAPA FILTERS	NAPA	Filters	1407	OIL FIL	EA	4	2	Wix/NAPA Gold	\$ 6.69	\$ 6.69
292	FIL	NAPA FILTERS	NAPA	Filters	1495	HYD FIL	EA	1	2	Wix/NAPA Gold	\$ 21.73	\$ 21.73
293	FIL	NAPA FILTERS	NAPA	Filters	1660	OIL FIL	EA	9	2	Wix/NAPA Gold	\$ 12.14	\$ 12.14
294	FIL	NAPA FILTERS	NAPA	Filters	1730	HYD FIL	EA	12	2	Wix/NAPA Gold	\$ 39.98	\$ 39.98
295	FIL	NAPA FILTERS	NAPA	Filters	1746	OIL FIL	EA	2	2	Wix/NAPA Gold	\$ 6.86	\$ 6.86
296	FIL	NAPA FILTERS	NAPA	Filters	1748	NAPAGOLD OIL FILTER	EA	4	2	Wix/NAPA Gold	\$ 11.74	\$ 11.74
297	FIL	NAPA FILTERS	NAPA	Filters	1758	OIL FIL	EA	1	2	Wix/NAPA Gold	\$ 7.36	\$ 7.36
298	FIL	NAPA FILTERS	NAPA	Filters	1759	HYD FIL	EA	1	2	Wix/NAPA Gold	\$ 8.29	\$ 8.29
299	FIL	NAPA FILTERS	NAPA	Filters	1792XE	OIL FILTER	EA	26	2	Wix/NAPA Gold	\$ 14.74	\$ 14.74
300	FIL	NAPA FILTERS	NAPA	Filters	1860	HYD FIL	EA	1	2	Wix/NAPA Gold	\$ 12.24	\$ 12.24
301	FIL	NAPA FILTERS	NAPA	Filters	1863	HYD FIL	EA	2	2	Wix/NAPA Gold	\$ 39.16	\$ 39.16
302	FIL	NAPA FILTERS	NAPA	Filters	2126	AIR FIL	EA	12	2	Wix/NAPA Gold	\$ 10.47	\$ 10.47
303	FIL	NAPA FILTERS	NAPA	Filters	2222	AIR FIL	EA	5	2	Wix/NAPA Gold	\$ 10.50	\$ 10.50
304	FIL	NAPA FILTERS	NAPA	Filters	2226	AIR FIL	EA	17	2	Wix/NAPA Gold	\$ 17.97	\$ 17.97
305	FIL	NAPA FILTERS	NAPA	Filters	2254	AIR FIL	EA	2	2	Wix/NAPA Gold	\$ 16.71	\$ 16.71
306	FIL	NAPA FILTERS	NAPA	Filters	230004	NAPA CABIN AIR FILTER	EA	1	2	Wix/NAPA Gold	\$ 8.63	\$ 8.63
307	FIL	NAPA FILTERS	NAPA	Filters	2323	NAPAGOLD AIR FILTER	EA	1	2	Wix/NAPA Gold	\$ 5.44	\$ 5.44
308	FIL	NAPA FILTERS	NAPA	Filters	2448	AIR FIL	EA	14	2	Wix/NAPA Gold	\$ 15.66	\$ 15.66
309	FIL	NAPA FILTERS	NAPA	Filters	2469	AIR FIL	EA	3	2	Wix/NAPA Gold	\$ 5.71	\$ 5.71
310	FIL	NAPA FILTERS	NAPA	Filters	2484	AIR FILTER	EA	3	2	Wix/NAPA Gold	\$ 5.30	\$ 5.30
311	FIL	NAPA FILTERS	NAPA	Filters	2691	AIR FIL	EA	53	2	Wix/NAPA Gold	\$ 59.26	\$ 59.26
312	FIL	NAPA FILTERS	NAPA	Filters	2798	NAPAGOLD AIR FILTER	EA	8	2	Wix/NAPA Gold	\$ 45.17	\$ 45.17
313	FIL	NAPA FILTERS	NAPA	Filters	2831	NAPAGOLD AIR FILTER	EA	2	2	Wix/NAPA Gold	\$ 4.35	\$ 4.35
314	FIL	NAPA FILTERS	NAPA	Filters	2985	AIR FILTER	EA	11	2	Wix/NAPA Gold	\$ 8.76	\$ 8.76
315	FIL	NAPA FILTERS	NAPA	Filters	3118	FUEL FIL	EA	7	2	Wix/NAPA Gold	\$ 2.57	\$ 2.57
316	FIL	NAPA FILTERS	NAPA	Filters	3177	NAPAGOLD FUEL FILTER	EA	6	2	Wix/NAPA Gold	\$ 19.22	\$ 19.22
317	FIL	NAPA FILTERS	NAPA	Filters	3231	FUEL FIL	EA	9	2	Wix/NAPA Gold	\$ 17.93	\$ 17.93
318	FIL	NAPA FILTERS	NAPA	Filters	3255	NAPAGOLD FUEL FILTER	EA	16	2	Wix/NAPA Gold	\$ 20.68	\$ 20.68
319	FIL	NAPA FILTERS	NAPA	Filters	3258	NAPAGOLD FUEL FILTER	EA	14	2	Wix/NAPA Gold	\$ 15.34	\$ 15.34

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320	FIL	NAPA FILTERS	NAPA	Filters	3270	FUEL FIL	EA	3	2	Wix/NAPA Gold	\$ 4.33	\$ 4.33
321	FIL	NAPA FILTERS	NAPA	Filters	3377	FUEL FIL	EA	10	2	Wix/NAPA Gold	\$ 6.55	\$ 6.55
322	FIL	NAPA FILTERS	NAPA	Filters	3390	FUEL FIL	EA	22	2	Wix/NAPA Gold	\$ 4.06	\$ 4.06
323	FIL	NAPA FILTERS	NAPA	Filters	3411	FUEL FIL	EA	8	2	Wix/NAPA Gold	\$ 13.67	\$ 13.67
324	FIL	NAPA FILTERS	NAPA	Filters	3472	FUEL FIL	EA	5	2	Wix/NAPA Gold	\$ 3.74	\$ 3.74
325	FIL	NAPA FILTERS	NAPA	Filters	3531	FUEL FIL	EA	5	2	Wix/NAPA Gold	\$ 11.91	\$ 11.91
326	FIL	NAPA FILTERS	NAPA	Filters	3547	FUEL FILT	EA	3	2	Wix/NAPA Gold	\$ 9.32	\$ 9.32
327	FIL	NAPA FILTERS	NAPA	Filters	3606	NAPAGOLD FUEL FILTER	EA	12	2	Wix/NAPA Gold	\$ 13.88	\$ 13.88
328	FIL	NAPA FILTERS	NAPA	Filters	3668	FUEL FILTER	EA	1	2	Wix/NAPA Gold	\$ 11.22	\$ 11.22
329	FIL	NAPA FILTERS	NAPA	Filters	3670	filter	EA	2	2	Wix/NAPA Gold	\$ 10.54	\$ 10.54
330	FIL	NAPA FILTERS	NAPA	Filters	3682	NAPAGOLD FUEL FILTER	EA	10	2	Wix/NAPA Gold	\$ 9.68	\$ 9.68
331	FIL	NAPA FILTERS	NAPA	Filters	3684	NAPAGOLD FUEL FILTER	EA	8	2	Wix/NAPA Gold	\$ 11.48	\$ 11.48
332	FIL	NAPA FILTERS	NAPA	Filters	3690	FUEL FIL	EA	13	2	Wix/NAPA Gold	\$ 6.81	\$ 6.81
333	FIL	NAPA FILTERS	NAPA	Filters	3719	FUEL FILTER	EA	1	2	Wix/NAPA Gold	\$ 8.29	\$ 8.29
334	FIL	NAPA FILTERS	NAPA	Filters	3721	FUEL FILTER	EA	14	2	Wix/NAPA Gold	\$ 10.47	\$ 10.47
335	FIL	NAPA FILTERS	NAPA	Filters	3732	NAPAGOLD FUEL FILTER	EA	4	2	Wix/NAPA Gold	\$ 17.64	\$ 17.64
336	FIL	NAPA FILTERS	NAPA	Filters	3743	FUEL FILTER	EA	7	2	Wix/NAPA Gold	\$ 10.03	\$ 10.03
337	FIL	NAPA FILTERS	NAPA	Filters	3785	NAPAGOLD FUEL FILTER	EA	6	2	Wix/NAPA Gold	\$ 17.70	\$ 17.70
338	FIL	NAPA FILTERS	NAPA	Filters	3827	NAPAGOLD FUEL FILTER	EA	4	2	Wix/NAPA Gold	\$ 9.78	\$ 9.78
339	FIL	NAPA FILTERS	NAPA	Filters	3967	NAPAGOLD FUEL FILTER	EA	3	2	Wix/NAPA Gold	\$ 45.19	\$ 45.19
340	FIL	NAPA FILTERS	NAPA	Filters	3972	NAPAGOLD FUEL FILTER	EA	2	2	Wix/NAPA Gold	\$ 3.60	\$ 3.60
341	FIL	NAPA FILTERS	NAPA	Filters	3977	NAPAGOLD FUEL FILTER	EA	4	2	Wix/NAPA Gold	\$ 13.67	\$ 13.67
342	FIL	NAPA FILTERS	NAPA	Filters	3978	NAPAGOLD FUEL FILTER	EA	3	2	Wix/NAPA Gold	\$ 14.08	\$ 14.08
343	FIL	NAPA FILTERS	NAPA	Filters	4094	CABIN AIR FILTER	EA	9	2	Wix/NAPA Gold	\$ 11.50	\$ 11.50
344	FIL	NAPA FILTERS	NAPA	Filters	4316	CABIN AIR FILTER	EA	6	2	Wix/NAPA Gold	\$ 8.27	\$ 8.27
345	FIL	NAPA FILTERS	NAPA	Filters	4848	NAPAGOLD FUEL FILTER	EA	2	2	Wix/NAPA Gold	\$ 7.66	\$ 7.66
346	FIL	NAPA FILTERS	NAPA	Filters	600149	NAPAGOLD FUEL FILTER	EA	3	2	Wix/NAPA Gold	\$ 31.68	\$ 31.68
347	FIL	NAPA FILTERS	NAPA	Filters	6366	NAPA CABIN AIR FILTER	EA	3	2	Wix/NAPA Gold	\$ 12.09	\$ 12.09
348	FIL	NAPA FILTERS	NAPA	Filters	6433	AIR FIL	EA	9	2	Wix/NAPA Gold	\$ 18.45	\$ 18.45
349	FIL	NAPA FILTERS	NAPA	Filters	6449	AIR FIL	EA	21	2	Wix/NAPA Gold	\$ 8.01	\$ 8.01
350	FIL	NAPA FILTERS	NAPA	Filters	6492	AIR FILTER	EA	20	2	Wix/NAPA Gold	\$ 41.08	\$ 41.08
351	FIL	NAPA FILTERS	NAPA	Filters	6556	AIR FIL	EA	5	2	Wix/NAPA Gold	\$ 30.58	\$ 30.58
352	FIL	NAPA FILTERS	NAPA	Filters	6595	AIR FIL	EA	6	2	Wix/NAPA Gold	\$ 21.61	\$ 21.61
353	FIL	NAPA FILTERS	NAPA	Filters	6648	AIR FILTER	EA	4	2	Wix/NAPA Gold	\$ 8.35	\$ 8.35
354	FIL	NAPA FILTERS	NAPA	Filters	6671	NAPAGOLD AIR FILTER	EA	15	2	Wix/NAPA Gold	\$ 17.20	\$ 17.20
355	FIL	NAPA FILTERS	NAPA	Filters	6672	AIR FIL	EA	13	2	Wix/NAPA Gold	\$ 11.54	\$ 11.54
356	FIL	NAPA FILTERS	NAPA	Filters	6728	AIR FILTER	EA	8	2	Wix/NAPA Gold	\$ 1.28	\$ 1.28
357	FIL	NAPA FILTERS	NAPA	Filters	6729	AIR FILTER	EA	18	2	Wix/NAPA Gold	\$ 24.40	\$ 24.40
358	FIL	NAPA FILTERS	NAPA	Filters	6744	AIR FIL	EA	7	2	Wix/NAPA Gold	\$ 22.46	\$ 22.46
359	FIL	NAPA FILTERS	NAPA	Filters	6747	AIR FIL	EA	8	2	Wix/NAPA Gold	\$ 36.78	\$ 36.78
360	FIL	NAPA FILTERS	NAPA	Filters	6870	AIR FILTER	EA	15	2	Wix/NAPA Gold	\$ 32.41	\$ 32.41
361	FIL	NAPA FILTERS	NAPA	Filters	7035	OIL FILTER	EA	5	2	Wix/NAPA Gold	\$ 4.11	\$ 4.11
362	FIL	NAPA FILTERS	NAPA	Filters	7037	OIL FILTER	EA	8	2	Wix/NAPA Gold	\$ 8.05	\$ 8.05
363	FIL	NAPA FILTERS	NAPA	Filters	7076	NAPAGOLD OIL FILTER	EA	3	2	Wix/NAPA Gold	\$ 4.35	\$ 4.35
364	FIL	NAPA FILTERS	NAPA	Filters	7106	OIL FILTER	EA	1	2	Wix/NAPA Gold	\$ 5.84	\$ 5.84
365	FIL	NAPA FILTERS	NAPA	Filters	7116	NAPA HYDRAULIC FILTR	EA	6	2	Wix/NAPA Gold	\$ 6.04	\$ 6.04
366	FIL	NAPA FILTERS	NAPA	Filters	7182	OIL FILTER	EA	9	2	Wix/NAPA Gold	\$ 6.05	\$ 6.05
367	FIL	NAPA FILTERS	NAPA	Filters	7197	HYD FILTER	EA	5	2	Wix/NAPA Gold	\$ 12.80	\$ 12.80
368	FIL	NAPA FILTERS	NAPA	Filters	7221	NAPA HYDRAULIC FILTR	EA	2	2	Wix/NAPA Gold	\$ 15.31	\$ 15.31
369	FIL	NAPA FILTERS	NAPA	Filters	7243	LUBE FIL	EA	2	2	Wix/NAPA Gold	\$ 4.38	\$ 4.38
370	FIL	NAPA FILTERS	NAPA	Filters	7253	NAPAGOLD OIL FILTER	EA	3	2	Wix/NAPA Gold	\$ 12.76	\$ 12.76
371	FIL	NAPA FILTERS	NAPA	Filters	7370	NAPAGOLD OIL FILTER	EA	2	2	Wix/NAPA Gold	\$ 17.20	\$ 17.20
372	FIL	NAPA FILTERS	NAPA	Filters	7488	NAPAGOLD OIL FILTER	EA	9	2	Wix/NAPA Gold	\$ 8.27	\$ 8.27
373	FIL	NAPA FILTERS	NAPA	Filters	7701	TRANSMISSION FILTER	EA	8	2	Wix/NAPA Gold	\$ 8.68	\$ 8.68
374	FIL	NAPA FILTERS	NAPA	Filters	7717	Oil Filter (Gold)	EA	3	2	Wix/NAPA Gold	\$ 5.85	\$ 5.85
375	FIL	NAPA FILTERS	NAPA	Filters	7841	NAPA HYDRAULIC FILTR	EA	2	2	Wix/NAPA Gold	\$ 24.28	\$ 24.28



Item No.	Product Line	Line Description	Product Type	Product Category	Part Number (for cross referencing purpose only)	Required Part's Description or Equal	UoM	Quantity Issued in FY 2013-2014	Required Minimum Stocking Quantity	Manufacturer/Brand Name	Manufacturer's Price	City's Unit Price
376	FIL	NAPA FILTERS	NAPA	Filters	9108	NAPAGOLD AIR FILTER	EA	7	2	Wix/NAPA Gold	\$ 33.32	\$ 33.32
377	FIL	NAPA FILTERS	NAPA	Filters	9115	NAPAGOLD AIR FILTER	EA	1	2	Wix/NAPA Gold	\$ 7.33	\$ 7.33
378	FIL	NAPA FILTERS	NAPA	Filters	9137	NAPAGOLD AIR FILTER	EA	6	2	Wix/NAPA Gold	\$ 14.36	\$ 14.36
379	FIL	NAPA FILTERS	NAPA	Filters	9173	AIR FILTER	EA	9	2	Wix/NAPA Gold	\$ 64.78	\$ 64.78
380	FIL	NAPA FILTERS	NAPA	Filters	9587	NAPAGOLD AIR FILTER	EA	9	2	Wix/NAPA Gold	\$ 12.21	\$ 12.21
381	FIL	NAPA FILTERS	NAPA	Filters	9588	Air Filter (Inner) (G	EA	6	2	Wix/NAPA Gold	\$ 6.88	\$ 6.88
382	FIL	NAPA FILTERS	NAPA	Filters	9661	NAPAGOLD AIR FILTER	EA	6	2	Wix/NAPA Gold	\$ 8.56	\$ 8.56
383	FIL	NAPA FILTERS	NAPA	Filters	9699	Air Filter (Cab) (Gold)	EA	3	2	Wix/NAPA Gold	\$ 10.30	\$ 10.30
384	FIL	NAPA FILTERS	NAPA	Filters	9741	NAPAGOLD AIR FILTER	EA	7	2	Wix/NAPA Gold	\$ 6.30	\$ 6.30
385	FIL	NAPA FILTERS	NAPA	Filters	9801	NAPAGOLD AIR FILTER	EA	2	2	Wix/NAPA Gold	\$ 61.99	\$ 61.99
386	FIL	NAPA FILTERS	NAPA	Filters	9883	NAPAGOLD AIR FILTER	EA	14	2	Wix/NAPA Gold	\$ 7.72	\$ 7.72
387	FIL	NAPA FILTERS	NAPA	Filters	1602MP	OIL FILTER	EA	6	3	Wix/NAPA Gold	\$ 3.08	\$ 3.08
388	FIL	NAPA FILTERS	NAPA	Filters	1734	OIL FIL	EA	16	3	Wix/NAPA Gold	\$ 8.36	\$ 8.36
389	FIL	NAPA FILTERS	NAPA	Filters	1792	OIL FIL	EA	3	3	Wix/NAPA Gold	\$ 5.35	\$ 5.35
390	FIL	NAPA FILTERS	NAPA	Filters	1847	HYD FIL	EA	6	3	Wix/NAPA Gold	\$ 37.33	\$ 37.33
391	FIL	NAPA FILTERS	NAPA	Filters	2124	AIR FIL	EA	4	3	Wix/NAPA Gold	\$ 20.74	\$ 20.74
392	FIL	NAPA FILTERS	NAPA	Filters	2385	AIR FILTER	EA	3	3	Wix/NAPA Gold	\$ 3.86	\$ 3.86
393	FIL	NAPA FILTERS	NAPA	Filters	2546	AIR FIL	EA	10	3	Wix/NAPA Gold	\$ 61.57	\$ 61.57
394	FIL	NAPA FILTERS	NAPA	Filters	2547	AIR FIL	EA	9	3	Wix/NAPA Gold	\$ 43.51	\$ 43.51
395	FIL	NAPA FILTERS	NAPA	Filters	2731	AIR FILTER	EA	23	3	Wix/NAPA Gold	\$ 27.73	\$ 27.73
396	FIL	NAPA FILTERS	NAPA	Filters	3109MP	FUEL FIL	EA	2	3	Wix/NAPA Gold	\$ 3.30	\$ 3.30
397	FIL	NAPA FILTERS	NAPA	Filters	3361	FUEL FIL	EA	5	3	Wix/NAPA Gold	\$ 5.57	\$ 5.57
398	FIL	NAPA FILTERS	NAPA	Filters	3626	FUEL FILTER	EA	14	3	Wix/NAPA Gold	\$ 4.00	\$ 4.00
399	FIL	NAPA FILTERS	NAPA	Filters	3657	NAPAGOLD FUEL FILTER	EA	9	3	Wix/NAPA Gold	\$ 9.10	\$ 9.10
400	FIL	NAPA FILTERS	NAPA	Filters	3697	FUEL FILTER	EA	2	3	Wix/NAPA Gold	\$ 7.07	\$ 7.07
401	FIL	NAPA FILTERS	NAPA	Filters	3899	FUEL FIL	EA	27	3	Wix/NAPA Gold	\$ 31.61	\$ 31.61
402	FIL	NAPA FILTERS	NAPA	Filters	3936	NAPAGOLD FUEL FILTER	EA	14	3	Wix/NAPA Gold	\$ 10.56	\$ 10.56
403	FIL	NAPA FILTERS	NAPA	Filters	4314	CABIN AIR FILTER	EA	5	3	Wix/NAPA Gold	\$ 20.26	\$ 20.26
404	FIL	NAPA FILTERS	NAPA	Filters	600066	NAPA GOLD FUEL FILTER	EA	1	3	Wix/NAPA Gold	\$ 39.60	\$ 39.60
405	FIL	NAPA FILTERS	NAPA	Filters	600078	FUEL FIL	EA	2	3	Wix/NAPA Gold	\$ 35.63	\$ 35.63
406	FIL	NAPA FILTERS	NAPA	Filters	6253	AIR FIL	EA	4	3	Wix/NAPA Gold	\$ 5.78	\$ 5.78
407	FIL	NAPA FILTERS	NAPA	Filters	6438	AIR FILTER	EA	25	3	Wix/NAPA Gold	\$ 11.00	\$ 11.00
408	FIL	NAPA FILTERS	NAPA	Filters	6476	AIR FIL	EA	6	3	Wix/NAPA Gold	\$ 27.90	\$ 27.90
409	FIL	NAPA FILTERS	NAPA	Filters	6522	AIR FIL	EA	5	3	Wix/NAPA Gold	\$ 12.31	\$ 12.31
410	FIL	NAPA FILTERS	NAPA	Filters	6562	AIR FIL	EA	17	3	Wix/NAPA Gold	\$ 18.46	\$ 18.46
411	FIL	NAPA FILTERS	NAPA	Filters	6573	AIR FILTER	EA	2	3	Wix/NAPA Gold	\$ 8.07	\$ 8.07
412	FIL	NAPA FILTERS	NAPA	Filters	6746	AIR FIL	EA	14	3	Wix/NAPA Gold	\$ 50.91	\$ 50.91
413	FIL	NAPA FILTERS	NAPA	Filters	6814	AIR FILTER	EA	12	3	Wix/NAPA Gold	\$ 7.33	\$ 7.33
414	FIL	NAPA FILTERS	NAPA	Filters	6930	NAPAGOLD AIR FILTER	EA	15	3	Wix/NAPA Gold	\$ 13.99	\$ 13.99
415	FIL	NAPA FILTERS	NAPA	Filters	7398	OIL FILTER	EA	57	3	Wix/NAPA Gold	\$ 4.50	\$ 4.50
416	FIL	NAPA FILTERS	NAPA	Filters	7620	OIL FILTER	EA	38	3	Wix/NAPA Gold	\$ 2.20	\$ 2.20
417	FIL	NAPA FILTERS	NAPA	Filters	7730	OIL FILTER	EA	22	3	Wix/NAPA Gold	\$ 4.01	\$ 4.01
418	FIL	NAPA FILTERS	NAPA	Filters	7750S	Oil Filter	EA	28	3	Wix/NAPA Gold	\$ 7.71	\$ 7.71
419	FIL	NAPA FILTERS	NAPA	Filters	9087	AIR FILTER	EA	10	3	Wix/NAPA Gold	\$ 3.93	\$ 3.93
420	FIL	NAPA FILTERS	NAPA	Filters	9096	NAPA CABIN AIR FILTER	EA	5	3	Wix/NAPA Gold	\$ 26.10	\$ 26.10
421	FIL	NAPA FILTERS	NAPA	Filters	9132	AIR FILTER	EA	3	3	Wix/NAPA Gold	\$ 41.80	\$ 41.80
422	FIL	NAPA FILTERS	NAPA	Filters	9886	AIR FILTER	EA	34	3	Wix/NAPA Gold	\$ 31.68	\$ 31.68
423	FIL	NAPA FILTERS	NAPA	Filters	1040	OIL FIL	EA	3	4	Wix/NAPA Gold	\$ 2.48	\$ 2.48
424	FIL	NAPA FILTERS	NAPA	Filters	1344	OIL FIL	EA	13	4	Wix/NAPA Gold	\$ 3.79	\$ 3.79
425	FIL	NAPA FILTERS	NAPA	Filters	1358	LUBE FIL	EA	4	4	Wix/NAPA Gold	\$ 4.22	\$ 4.22
426	FIL	NAPA FILTERS	NAPA	Filters	1452	TRAN FIL	EA	1	4	Wix/NAPA Gold	\$ 2.29	\$ 2.29
427	FIL	NAPA FILTERS	NAPA	Filters	1494	HYD FIL	EA	19	4	Wix/NAPA Gold	\$ 26.99	\$ 26.99
428	FIL	NAPA FILTERS	NAPA	Filters	1791	OIL FIL	EA	12	4	Wix/NAPA Gold	\$ 3.13	\$ 3.13
429	FIL	NAPA FILTERS	NAPA	Filters	1970	OIL FIL	EA	8	4	Wix/NAPA Gold	\$ 5.83	\$ 5.83
430	FIL	NAPA FILTERS	NAPA	Filters	1971	NAPAGOLD OIL FILTER	EA	14	4	Wix/NAPA Gold	\$ 5.09	\$ 5.09
431	FIL	NAPA FILTERS	NAPA	Filters	3243	FUEL FILTER	EA	21	4	Wix/NAPA Gold	\$ 5.72	\$ 5.72

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432	FIL	NAPA FILTERS	NAPA	Filters	3960XE	NAPAGOLD FUEL FILTER	EA	7	4	Wix/NAPA Gold	\$ 21.47	\$ 21.47
433	FIL	NAPA FILTERS	NAPA	Filters	3963	Fuel Filter	EA	25	4	Wix/NAPA Gold	\$ 24.47	\$ 24.47
434	FIL	NAPA FILTERS	NAPA	Filters	600123	NAPA FUEL FILTER	EA	5	4	Wix/NAPA Gold	\$ 26.01	\$ 26.01
435	FIL	NAPA FILTERS	NAPA	Filters	6766	AIR FILTER	EA	11	4	Wix/NAPA Gold	\$ 13.89	\$ 13.89
436	FIL	NAPA FILTERS	NAPA	Filters	7669	oil filter	EA	15	4	Wix/NAPA Gold	\$ 15.53	\$ 15.53
437	FIL	NAPA FILTERS	NAPA	Filters	9280	NAPAGOLD AIR FILTER	EA	5	4	Wix/NAPA Gold	\$ 20.93	\$ 20.93
438	FIL	NAPA FILTERS	NAPA	Filters	9286	NAPAGOLD AIR FILTER	EA	5	4	Wix/NAPA Gold	\$ 9.56	\$ 9.56
439	FIL	NAPA FILTERS	NAPA	Filters	1085	OIL FIL	EA	16	5	Wix/NAPA Gold	\$ 2.68	\$ 2.68
440	FIL	NAPA FILTERS	NAPA	Filters	1455	HYD	EA	11	5	Wix/NAPA Gold	\$ 20.28	\$ 20.28
441	FIL	NAPA FILTERS	NAPA	Filters	1459	OIL FIL	EA	28	5	Wix/NAPA Gold	\$ 4.71	\$ 4.71
442	FIL	NAPA FILTERS	NAPA	Filters	1522	OIL FIL	EA	5	5	Wix/NAPA Gold	\$ 2.84	\$ 2.84
443	FIL	NAPA FILTERS	NAPA	Filters	1750	OIL FIL	EA	2	5	Wix/NAPA Gold	\$ 7.42	\$ 7.42
444	FIL	NAPA FILTERS	NAPA	Filters	3166MP	FUEL FILTER	EA	2	5	Wix/NAPA Gold	\$ 3.00	\$ 3.00
445	FIL	NAPA FILTERS	NAPA	Filters	3604	FUEL FILTER	EA	14	5	Wix/NAPA Gold	\$ 16.65	\$ 16.65
446	FIL	NAPA FILTERS	NAPA	Filters	3674	FUEL FIL	EA	23	5	Wix/NAPA Gold	\$ 4.57	\$ 4.57
447	FIL	NAPA FILTERS	NAPA	Filters	4851	NAPAGOLD FUEL FILTER	EA	7	5	Wix/NAPA Gold	\$ 8.00	\$ 8.00
448	FIL	NAPA FILTERS	NAPA	Filters	6761	AIR FILTER	EA	15	5	Wix/NAPA Gold	\$ 27.33	\$ 27.33
449	FIL	NAPA FILTERS	NAPA	Filters	7202	OIL FILTER	EA	58	5	Wix/NAPA Gold	\$ 2.75	\$ 2.75
450	FIL	NAPA FILTERS	NAPA	Filters	9007	NAPA CABIN AIR FILTER	EA	2	5	Wix/NAPA Gold	\$ 10.20	\$ 10.20
451	FIL	NAPA FILTERS	NAPA	Filters	9979	NAPA CABIN AIR FILTER	EA	29	5	Wix/NAPA Gold	\$ 15.11	\$ 15.11
452	FIL	NAPA FILTERS	NAPA	Filters	9980	NAPA CABIN AIR FILTER	EA	26	5	Wix/NAPA Gold	\$ 24.50	\$ 24.50
453	FIL	NAPA FILTERS	NAPA	Filters	1348MP	OIL FIL	EA	28	6	Wix/NAPA Gold	\$ 2.30	\$ 2.30
454	FIL	NAPA FILTERS	NAPA	Filters	1791MP	OIL FIL	EA	35	6	Wix/NAPA Gold	\$ 5.01	\$ 5.01
455	FIL	NAPA FILTERS	NAPA	Filters	3406	FUEL FIL	EA	50	6	Wix/NAPA Gold	\$ 8.93	\$ 8.93
456	FIL	NAPA FILTERS	NAPA	Filters	3964	NAPAGOLD FUEL FILTER	EA	32	6	Wix/NAPA Gold	\$ 12.68	\$ 12.68
457	FIL	NAPA FILTERS	NAPA	Filters	4029	NAPAGOLD FUEL FILTER	EA	4	6	Wix/NAPA Gold	\$ 7.23	\$ 7.23
458	FIL	NAPA FILTERS	NAPA	Filters	5414	GASKET	EA	1	6	Wix/NAPA Gold	\$ 1.41	\$ 1.41
459	FIL	NAPA FILTERS	NAPA	Filters	601005	NAPAGOLD FUEL FILTER	EA	6	6	Wix/NAPA Gold	\$ 12.21	\$ 12.21
460	FIL	NAPA FILTERS	NAPA	Filters	7312MP	OIL FILTER	EA	131	6	Wix/NAPA Gold	\$ 10.11	\$ 10.11
461	FIL	NAPA FILTERS	NAPA	Filters	7674	OIL FIL	EA	10	6	Wix/NAPA Gold	\$ 3.48	\$ 3.48
462	FIL	NAPA FILTERS	NAPA	Filters	7740XE	TRANSMISSION FILTER	EA	48	6	Wix/NAPA Gold	\$ 40.08	\$ 40.08
463	FIL	NAPA FILTERS	NAPA	Filters	9908	NAPAGOLD AIR FILTER	EA	26	6	Wix/NAPA Gold	\$ 9.61	\$ 9.61
464	FIL	NAPA FILTERS	NAPA	Filters	2610	NAPAGOLD AIR FILTER	EA	18	7	Wix/NAPA Gold	\$ 43.01	\$ 43.01
465	FIL	NAPA FILTERS	NAPA	Filters	1748XD	OIL FILTER	EA	33	8	Wix/NAPA Gold	\$ 22.33	\$ 22.33
466	FIL	NAPA FILTERS	NAPA	Filters	7746XD	OIL FILTER	EA	66	9	Wix/NAPA Gold	\$ 22.68	\$ 22.68
467	FIL	NAPA FILTERS	NAPA	Filters	1334	OIL FIL	EA	33	10	Wix/NAPA Gold	\$ 2.98	\$ 2.98
468	FIL	NAPA FILTERS	NAPA	Filters	1334MP	OIL FIL	EA	10	11	Wix/NAPA Gold	\$ 2.77	\$ 2.77
469	LIT	NAPA LIGHTING	NAPA	Lighting	5014	LAMP	EA	2	2	Trucklite	\$ 28.56	\$ 28.56
470	LIT	NAPA LIGHTING	NAPA	Lighting	6050	LAMP	EA	7	2	Trucklite	\$ 14.60	\$ 14.60
471	LIT	NAPA LIGHTING	NAPA	Lighting	9007	LENS	EA	1	2	Trucklite	\$ 3.03	\$ 3.03
472	LIT	NAPA LIGHTING	NAPA	Lighting	10250Y	LAMP	EA	6	3	Trucklite	\$ 5.18	\$ 5.18
473	LIT	NAPA LIGHTING	NAPA	Lighting	4050	LAMP	EA	23	4	Trucklite	\$ 10.92	\$ 10.92
474	LIT	NAPA LIGHTING	NAPA	Lighting	5010202R3	LAMP	EA	4	4	Trucklite	\$ 0.87	\$ 0.87
475	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	BP1255H11	HALOGEN BULB	EA	24	2	Wagner Lighting	\$ 7.18	\$ 7.18
476	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	BP896	BULB	EA	3	2	Wagner Lighting	\$ 3.55	\$ 3.55
477	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	H6054	HAL BULB	EA	29	3	Wagner Lighting	\$ 7.51	\$ 7.51
478	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	BP9008	HALOGEN HEADLAMP	EA	6	4	Wagner Lighting	\$ 11.25	\$ 11.25
479	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	67	BULB	EA	5	5	Wagner Lighting	\$ 0.31	\$ 0.31
480	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	3057	BULB	EA	7	6	Wagner Lighting	\$ 0.45	\$ 0.45
481	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	912	BULB	EA	11	6	Wagner Lighting	\$ 0.48	\$ 0.48
482	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	1891	BULB	EA	3	7	Wagner Lighting	\$ 0.33	\$ 0.33
483	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	H4656	HAL BULB	EA	85	7	Wagner Lighting	\$ 7.27	\$ 7.27
484	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	H4651	HAL BULB	EA	14	8	Wagner Lighting	\$ 7.35	\$ 7.35
485	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	3157	BULB	EA	56	10	Wagner Lighting	\$ 0.45	\$ 0.45
486	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	194	BULB	EA	171	12	Wagner Lighting	\$ 0.22	\$ 0.22
487	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	53	BULB	EA	3	16	Wagner Lighting	\$ 0.36	\$ 0.36

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488	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	1156	BULB	EA	24	18	Wagner Lighting	\$ 0.24	\$ 0.24
489	LMP	NAPA LAMPS	NAPA	Lamps/Bulbs	1157	BULB	EA	123	18	Wagner Lighting	\$ 0.21	\$ 0.21
490	NBH	NAPA BELTS & HO	NAPA	Vehicle Belts & Hoses	25100935HD	V-RIBBED BELT	EA	1	2	FleetRunner	\$ 31.10	\$ 31.10
491	NBH	NAPA BELTS & HO	NAPA	Vehicle Belts & Hoses	H177	F L HOSE	EA	54	40	NAPA Belts & Hoses	\$ 0.71	\$ 0.71
492	NNE	NAPA NEW ELECTR	NAPA	Rotating Electrical	1N8498	NEW ALTERNATOR	EA	7	2	BBB Industries	\$ 210.89	\$ 210.89
493	NPP	NAPA PAPER PROD	NAPA	Shop Supplies	75130	TOWELS	EA	428	20	Kimberly Clark	\$ 2.09	\$ 2.09
494	NPP	NAPA PAPER PROD	NAPA	Shop Supplies	2021	HAND TOWELS BROWN	EA	205	13	Kimberly Clark	\$ 3.21	\$ 3.21
495	NPP	NAPA PAPER PROD	NAPA	Shop Supplies	75190	SHOP TOWELS IN A BOX	BOX	77	14	Kimberly Clark	\$ 12.03	\$ 12.03
496	NTH	NAPA TIRE HARDW	NAPA	Tire Service Parts	904142	TIRE VAL	EA	148	50	NAPA Tire Hardware	\$ 0.32	\$ 0.32
497	NTH	NAPA TIRE HARDW	NAPA	Tire Service Parts	906245S	ADAPTER	EA	93	94	NAPA Tire Hardware	\$ 0.77	\$ 0.77
498	NTH	NAPA TIRE HARDW	NAPA	Tire Service Parts	90180	VAL CAP	EA	100	100	NAPA Tire Hardware	\$ 0.08	\$ 0.08
499	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	725373	CL SL 16-14 FEM TERM	EA	120	20	Winzer Corp	\$ 0.45	\$ 0.45
500	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	725114	BUTT CONNECTOR	EA	242	38	Dorman	\$ 0.68	\$ 0.68
501	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	721322	RING TERMINAL	EA	98	50	Dorman	\$ 0.18	\$ 0.18
502	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	725115	BUTT CONNECTOR	EA	310	50	Dorman	\$ 0.52	\$ 0.52
503	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	725256	BUTT CONNECT	EA	303	90	Dorman	\$ 0.59	\$ 0.59
504	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	737302	LOOM-SPLIT POLY	EA	107	93	Dorman	\$ 0.28	\$ 0.28
505	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	725255	BUTT CONNECT	EA	962	138	Dorman	\$ 0.29	\$ 0.29
506	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	737301	LOOM-SPLIT POLY	EA	415	147	Dorman	\$ 0.21	\$ 0.21
507	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	737300	LOOM-SPLIT POLY	EA	722	173	Dorman	\$ 0.21	\$ 0.21
508	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	737299	LOOM-SPLIT POLY	EA	1,836	197	Dorman	\$ 0.16	\$ 0.16
509	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	725133	SPADE TERMINAL	EA	220	240	Dorman	\$ 0.17	\$ 0.17
510	NW	NAPA WIRE PRODU	NAPA	Wire/ terminals/electrical Repair	725254	BUTT CONNECT	EA	700	300	Dorman	\$ 0.57	\$ 0.57
511	OWI	OWI WIPERS	NAPA	Wiper Blades	NP13	BLADE	EA	1	1	Old World Ind	\$ 2.65	\$ 2.65
512	OWI	OWI WIPERS	NAPA	Wiper Blades	NP16	BLADE	EA	2	1	Old World Ind	\$ 2.65	\$ 2.65
513	OWI	OWI WIPERS	NAPA	Wiper Blades	NP24	BLADE	EA	1	5	Old World Ind	\$ 3.65	\$ 3.65
514	OWI	OWI WIPERS	NAPA	Wiper Blades	NP18	BLADE	EA	6	6	Old World Ind	\$ 2.72	\$ 2.72
515	OWI	OWI WIPERS	NAPA	Wiper Blades	NP22	BLADE	EA	27	18	Old World Ind	\$ 2.72	\$ 2.72
516	OWI	OWI WIPERS	NAPA	Wiper Blades	NP20	BLADE	EA	58	29	Old World Ind	\$ 2.72	\$ 2.72
517	SFI	PRO SELECT FILT	NAPA	Filters	23595	FUEL FILTER	EA	51	5	Wix/NAPA ProSelect	\$ 2.80	\$ 2.80
518	SFI	PRO SELECT FILT	NAPA	Filters	27060	PRO SELECT OIL FILTER	EA	190	25	Wix/NAPA ProSelect	\$ 1.43	\$ 1.43
519	SFI	PRO SELECT FILT	NAPA	Filters	21372MP	OIL FILTER	EA	261	38	Wix/NAPA ProSelect	\$ 1.24	\$ 1.24
520	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	UP7834X	DISC BRAKE PADS	Pair	20	3	A Ultra Premium Cer	\$ 41.45	\$ 41.45
521	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	UP7835X	DISC BRAKE PADS	Pair	14	5	A Ultra Premium Cer	\$ 37.23	\$ 37.23
522	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	89250	BATTERY	EA	6	1	Ultra Premium Brake	\$ 19.27	\$ 19.27
523	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	880178	BRAKE ROTOR	EA	12	2	Ultra Premium Brake	\$ 128.61	\$ 128.61
524	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	880374	DISC BRAKE ROTOR	EA	8	2	Ultra Premium Brake	\$ 108.26	\$ 108.26
525	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	SD880279KT2	EMER SERVICE ROTORKIT	EA	7	3	NAPA Severe Duty	\$ 180.28	\$ 180.28
526	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	SD880422KT1	EMER SERVICE ROTORKIT	EA	5	3	NAPA Severe Duty	\$ 180.28	\$ 180.28
527	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	UP79725D	DISC BRAKE PADS	EA	7	4	Ultra Premium Sever	\$ 53.93	\$ 53.93
528	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	RA880110	BRAKE ROTOR-PERFORMAN	EA	40	8	reactive One-Hi-Perfo	\$ 72.68	\$ 72.68
529	UP	NAPA ULTRA PREM	NAPA	Vehicle Brake Parts	RA880129	BRAKE ROTOR-PERFORMAN	EA	28	8	reactive One-Hi-Perfo	\$ 56.24	\$ 56.24
530	WIP	NAPA WINDSHIELD	NAPA	Wiper Blades	601870	H DUTY WIPER BLADE	EA	3	2	NAPA HD Truck	\$ 4.78	\$ 4.78
531	WIP	NAPA WINDSHIELD	NAPA	Wiper Blades	602050	BLADE	EA	26	2	NAPA HD Truck	\$ 3.35	\$ 3.35
532	WIP	NAPA WINDSHIELD	NAPA	Wiper Blades	602070	BLADE	EA	2	2	NAPA HD Truck	\$ 5.74	\$ 5.74
533	WIP	NAPA WINDSHIELD	NAPA	Wiper Blades	60022PP	ACCUFIT BEAM	EA	26	14	NAPA OE Style	\$ 9.57	\$ 9.57
534	NOS	NAPA OIL SEALS	NAPA	Oil Seals	47691	DRIVE AXLE SEAL	EA	22	5	ScotSeal	\$ 32.99	\$ 32.99
535	1CH	CHRYSLER	OE	Misc. Vehicle Repair Parts	5189966AB	mopar trans fluid	EA	61	20	Genuine Mopar Fluid	\$ 10.65	\$ 10.65
536	1FD	FORD	OE	Misc. Vehicle Repair Parts	AC322200B	Brake Pads	Pair	1	1	Ford Motor Company	\$ 39.98	\$ 39.98
537	1FD	FORD	OE	Misc. Vehicle Repair Parts	BC322001E	Brake Pads	Pair	1	1	Ford Motor Company	\$ 39.98	\$ 39.98
538	1FD	FORD	OE	Misc. Vehicle Repair Parts	5C329F452ARM	egr valve	EA	6	1	Ford Motor Company	\$ 125.52	\$ 125.52
539	1FD	FORD	OE	Misc. Vehicle Repair Parts	5C722005B	BOOSTER ASSY	EA	3	1	Ford Motor Company	\$ 247.91	\$ 247.91
540	1FD	FORD	OE	Misc. Vehicle Repair Parts	5W722C219AB	CONTROL	EA	3	1	Ford Motor Company	\$ 536.66	\$ 536.66
541	1FD	FORD	OE	Misc. Vehicle Repair Parts	6F221A189A	SENSOR	EA	12	1	Ford Motor Company	\$ 53.56	\$ 53.56
542	1FD	FORD	OE	Misc. Vehicle Repair Parts	6W128B658AC	RELAY	EA	10	1	Ford Motor Company	\$ 97.74	\$ 97.74
543	1FD	FORD	OE	Misc. Vehicle Repair Parts	6W7219D734AA	TUBE ASY	EA	7	1	Ford Motor Company	\$ 87.25	\$ 87.25

Item No.	Product Line	Line Description	Product Type	Product Category	Part Number (for cross referencing purpose only)	Required Part's Description or Equal	UoM	Quantity Issued in FY 2013-2014	Required Minimum Stocking Quantity	Manufacturer/Brand Name	Manufacturer's Price	City's Unit Price
544	1FD	FORD	OE	Misc. Vehicle Repair Parts	7W7Z1007CCP	WHEEL RIM	EA	5	1	Ford Motor Company	\$ 89.75	\$ 89.75
545	1FD	FORD	OE	Misc. Vehicle Repair Parts	8W128C607C	FAN ASY. COOLING	EA	10	1	Ford Motor Company	\$ 159.01	\$ 159.01
546	1FD	FORD	OE	Misc. Vehicle Repair Parts	4C4Z1001DB	GASKET	EA	74	16	Ford Motor Company	\$ 2.19	\$ 2.19
547	1GM	General Motors	OE	Misc. Vehicle Repair Parts	20828610	REAR BRAKE PADS	EA	1	2	General Motors	\$ 81.40	\$ 81.40
548	1GM	General Motors	OE	Misc. Vehicle Repair Parts	25938524	BAR	EA	3	3	General Motors	\$ 326.70	\$ 326.70
549	1GM	General Motors	OE	Misc. Vehicle Repair Parts	ZX3030	R134	EA	232	22	General Motors	\$ 6.50	\$ 6.50
550	1GM	General Motors	OE	Misc. Vehicle Repair Parts	19293000	Dexos Engine Oil	EA	1,360	195	General Motors	\$ 3.45	\$ 3.45
551	2CA	caterpillar	OE	HD Vehicle Repair Parts	2J3506	NUT	EA	310	12	Caterpillar	\$ 1.66	\$ 1.66
552	2CA	caterpillar	OE	HD Vehicle Repair Parts	2085235	Dirt Tooth	EA	59	15	Caterpillar	\$ 26.68	\$ 26.68
553	2CA	caterpillar	OE	HD Vehicle Repair Parts	2011239	Retainer	EA	71	19	Caterpillar	\$ 6.41	\$ 6.41
554	2CA	caterpillar	OE	HD Vehicle Repair Parts	2011238	Tooth Pin	EA	65	25	Caterpillar	\$ 3.85	\$ 3.85
555	2CA	caterpillar	OE	HD Vehicle Repair Parts	001500	OIL SAMPLE KIT	EA	324	56	Caterpillar	\$ 12.50	\$ 12.50
556	2CA	caterpillar	OE	HD Vehicle Repair Parts	2388648	cat anti freeze	EA	535	89	Caterpillar	\$ 10.41	\$ 10.41
557	2CA	caterpillar	OE	HD Vehicle Repair Parts	1641354	Window Seal	EA	148	150	Caterpillar	\$ 0.59	\$ 0.59
558	2DD	DETROIT CAT CUM	OE	HD Vehicle Repair Parts	A0000904251	Fuel Filter Kit	EA	2	2	Detroit Diesel	\$ 68.09	\$ 68.09
559	2DD	DETROIT CAT CUM	OE	HD Vehicle Repair Parts	27101	TRANSYND 55	EA	1,725	917	Detroit Diesel	\$ 8.14	\$ 8.14
560	2MN	Mcneilus	OE	Solid Waste/ Refuse	9520643604	BELT, SINGLE TINE	EA	4	1	Mcneilus	\$ 43.12	\$ 43.12
561	2MN	Mcneilus	OE	Solid Waste/ Refuse	1108669A	LOWER ARM	EA	12	3	Mcneilus	\$ 116.56	\$ 116.56
562	2MN	Mcneilus	OE	Solid Waste/ Refuse	9520643601	BELT, DBL. TINE	EA	8	3	Mcneilus	\$ 48.43	\$ 48.43
563	2MN	Mcneilus	OE	Solid Waste/ Refuse	9050602035	PAD, ARM BUMPER	EA	74	4	Mcneilus	\$ 8.79	\$ 8.79
564	2MN	Mcneilus	OE	Solid Waste/ Refuse	M3173	ARM PAD	EA	3	4	Mcneilus	\$ 15.88	\$ 15.88
565	2MN	Mcneilus	OE	Solid Waste/ Refuse	1373127	PROXY SWITCH	EA	31	6	Mcneilus	\$ 31.85	\$ 31.85
566	2PB	BUTTON KIT	OE	Solid Waste/ Refuse	KEIKJ340LI	ALT. Fire Truck	EA	2	1	Peterbilt	\$ 749.00	\$ 749.00
567	4JD	JD GREEN	OE	Turf- Mowing	TCU51118	blades	EA	147	49	John Deere	\$ 21.52	\$ 21.52
568	4ST	STIHL	OE	Lawn Equipment	07813198014	2 cyl Oil	EA	354	102	Pacific STIHL Oil	\$ 1.42	\$ 1.42
569	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G252301616	HYD HOSE FITTINGS	EA	16	2	Gates Fittings	\$ 18.85	\$ 18.85
570	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G251700808	HYD HOSE FITTINGS	EA	17	4	Gates Fittings	\$ 4.43	\$ 4.43
571	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G251701616	HYD HOSE FITTINGS	EA	33	4	Gates Fittings	\$ 15.83	\$ 15.83
572	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G251790810	HYD HOSE FITTINGS	EA	11	4	Gates Fittings	\$ 14.26	\$ 14.26
573	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G251700404	HYD HOSE FITTINGS	EA	55	5	Gates Fittings	\$ 3.33	\$ 3.33
574	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G251700406	HYD HOSE FITTINGS	EA	13	5	Gates Fittings	\$ 4.05	\$ 4.05
575	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G251700608	HYD HOSE FITTINGS	EA	12	5	Gates Fittings	\$ 4.43	\$ 4.43
576	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G251701212	HYD HOSE FITTINGS	EA	19	5	Gates Fittings	\$ 8.52	\$ 8.52
577	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G251700810	HYD HOSE FITTINGS	EA	24	7	Gates Fittings	\$ 5.70	\$ 5.70
578	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G252300808	HYD HOSE FITTINGS	EA	14	7	Gates Fittings	\$ 6.11	\$ 6.11
579	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	G252300606	HYD HOSE FITTING	EA	15	4	Gates Fittings	\$ 4.63	\$ 4.63
580	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	70392	HYDRAULIC HOSE	EA	226	56	Gates Fittings	\$ 3.95	\$ 3.95
581	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	70390	HYDRAULIC HOSE	EA	285	63	Gates Fittings	\$ 2.32	\$ 2.32
582	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	70391	HYDRAULIC HOSE	EA	218	74	Gates Fittings	\$ 2.70	\$ 2.70
583	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	H3000204	AIR BRAKE HOSE	EA	42	106	Gates Fittings	\$ 0.24	\$ 0.24
584	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	H3000206	AIR BRAKE HOSE	EA	21	143	Gates Fittings	\$ 0.48	\$ 0.48
585	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	70395	HYDRAULIC HOSE	EA	193	208	Gates Fittings	\$ 6.60	\$ 6.60
586	GAT	GATES HYDRAULIC	OE	Hydraulic Hose / Components	70394	HYDRAULIC HOSE	EA	109	216	Gates Fittings	\$ 5.10	\$ 5.10
587	MBI	MIDLAND	OE	HD Vehicle Brake Parts	109493X	AD IP DRYER CART Refuse Truck)	EA	3	3	dix Automotive/Mid	\$ 45.08	\$ 45.08
588	SAS	SAS SAFETY PROD	OE	Safety- PPE	6608	GLOVE	EA	81	11	AS Safety Corporatio	\$ 8.70	\$ 8.70
589	SAS	SAS SAFETY PROD	OE	Safety- PPE	6604	GLOVE	EA	178	22	AS Safety Corporatio	\$ 11.61	\$ 11.61
590	SCC	SECURITY CHAIN	OE	Load Binding/ Chains	2575	Z-CHAIN CABLES	EA	16	2	ecurity Chain Compar	\$ 83.20	\$ 83.20
591	SCC	SECURITY CHAIN	OE	Load Binding/ Chains	S2447	CABLES	EA	5	3	ecurity Chain Compar	\$ 87.51	\$ 87.51
592	TIR	TIRES	OE	Tires	M42653	11R11.5 Recap	EA	82	5	Michelin	\$ 191.58	\$ 191.58
593	TIR	TIRES	OE	Tires	1501246	2355R17	EA	106	7	Michelin	\$ 112.27	\$ 112.27
594	TIR	TIRES	OE	Tires	1501978	265-60R17	EA	73	12	Michelin	\$ 129.28	\$ 129.28
595	TIR	TIRES	OE	Tires	M00691	225-70R195	EA	82	13	Michelin	\$ 301.62	\$ 301.62
596	TIR	TIRES	OE	Tires	M77510M	Steer Tire	EA	83	24	Michelin	\$ 499.21	\$ 499.21
597	TIR	TIRES	OE	Tires	M92104	31580R225 CAP	EA	362	63	Michelin	\$ 269.00	\$ 269.00
598	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	BEN5013257	SB-7KIT SPARES	Pair	5	2	Bendix	\$ 193.49	\$ 193.49
599	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	051U936N	HD BRAKE SHOE KITS	EA	10	7	Rockwell Meritor	\$ 53.02	\$ 53.02

Item No.	Product Line	Line Description	Product Type	Product Category	Part Number (for cross referencing purpose only)	Required Part's Description or Equal	UoM	Quantity Issued in FY 2013-2014	Required Minimum Stocking Quantity	Manufacturer/Brand Name	Manufacturer's Price	City's Unit Price
600	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	077U936N	HD BRAKE SHOE KITS	Pair	31	9	HD Plus Ceramics	\$ 57.11	\$ 57.11
601	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	R955205	Air Dryer ( Fire)	EA	1	1	Meritor Wabco	\$ 339.64	\$ 339.64
602	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	3796X	BRAKE DRUM	EA	10	2	Gunitite	\$ 249.78	\$ 249.78
603	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	R950013	MERITOR	EA	1	2	Meritor	\$ 44.77	\$ 44.77
604	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	3576	BRAKE DRUM	EA	4	3	Gunitite	\$ 129.72	\$ 129.72
605	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	086U936N	4725ES2 SHOE KIT WITH	EA	6	4	HD Plus Ceramics	\$ 64.18	\$ 64.18
606	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	64179037	HMX BOLSTER SPRING KT	EA	22	4	Hendrickson	\$ 168.96	\$ 168.96
607	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	HD3030	CHAMBER	EA	18	4	HD Plus Ceramics	\$ 32.45	\$ 32.45
608	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	X60794	DRUM	EA	45	4	HD Plus Ceramics	\$ 73.35	\$ 73.35
609	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	087U936N	4726ES2 SHOE KIT WITH	EA	30	6	HD Plus Ceramics	\$ 69.32	\$ 69.32
610	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	3687X	BRAKE DRUM	EA	6	6	Gunitite	\$ 139.11	\$ 139.11
611	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	8235075	MUD FLAP	EA	57	6	Koneta Rubber	\$ 7.03	\$ 7.03
612	TWD	TRACTION DISTRI	OE	HD Vehicle Repair Parts	3807AX	BRAKE DRUM	EA	32	9	Gunitite	\$ 191.04	\$ 191.04
613	1WL	WHELEN	Spcialty	Lighting	M4J	Red/ Blue Split	EA	54	6	WHELEN	\$ 137.40	\$ 137.40
614		Meritor	OEM		KIT15625PM	Brake Pads ( Fire)	Pair	0	1	Meritor	\$ 212.24	\$ 212.24
615		DaDee Manufacturing	OEM		00392410171	arm proxy harness (Refuse Truck)	EA	0	1	DaDee Manufacturing	\$ 39.44	\$ 39.44
616		McNeilus	OEM		1108667A	SINGLE ARM ( Refuse Truck)	EA	0	1	McNeilus	\$ 144.97	\$ 144.97
617					1051	Oil Filter	EA	0	1	Wix/NAPA Gold	\$ 4.28	\$ 4.28
618					1374	Oil Filter	EA	0	1	Wix/NAPA Gold	\$ 2.98	\$ 2.98
619					1664	Hydraulic Filter	EA	0	1	Wix/NAPA Gold	\$ 4.83	\$ 4.83
620					1817	Hydraulic Filter	EA	0	1	Wix/NAPA Gold	\$ 25.50	\$ 25.50
621					2096	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 5.46	\$ 5.46
622					2362	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 3.56	\$ 3.56
623					3049	Fuel Filter	EA	0	1	Wix/NAPA Gold	\$ 1.39	\$ 1.39
624					3357	Filter	EA	0	1	Wix/NAPA Gold	\$ 5.47	\$ 5.47
625					3683	Fuel Filter	EA	0	1	Wix/NAPA Gold	\$ 8.07	\$ 8.07
626					3615	Fuel Filter	EA	0	1	Wix/NAPA Gold	\$ 35.20	\$ 35.20
627					3744	Fuel Filter	EA	0	1	Wix/NAPA Gold	\$ 18.83	\$ 18.83
628					4875	Cabin Air Filter	EA	0	1	Wix/NAPA Gold	\$ 6.14	\$ 6.14
629					6077	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 4.11	\$ 4.11
630					6389	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 15.78	\$ 15.78
631					6411	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 34.03	\$ 34.03
632					6571	Cabin Air Filter	EA	0	1	Wix/NAPA Gold	\$ 14.13	\$ 14.13
633					6591	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 41.37	\$ 41.37
634					6619	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 20.89	\$ 20.89
635					6837	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 26.37	\$ 26.37
636					7060	Oil Filter	EA	0	1	Wix/NAPA Gold	\$ 1.67	\$ 1.67
637					7184	Hydraulic Filter	EA	0	1	Wix/NAPA Gold	\$ 16.18	\$ 16.18
638		Wix		Oil Filter	7214	Oil Filter	EA	0	1	Wix/NAPA Gold	\$ 7.46	\$ 7.46
639					8448	BATTERY	EA	0	1	Wix/NAPA Gold	\$ 77.51	\$ 77.51
640					9187	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 8.17	\$ 8.17
641					9276	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 15.11	\$ 15.11
642					9455	Cabin Air Filter	EA	0	1	Wix/NAPA Gold	\$ 13.90	\$ 13.90
643					9710	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 16.68	\$ 16.68
644					9711	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 28.39	\$ 28.39
645					9902	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 13.75	\$ 13.75
646					9912	Air Filter	EA	0	1	Wix/NAPA Gold	\$ 17.78	\$ 17.78
647					W01AG322	Filter	EA	0	1	Hydraulic Filtersations	\$ 80.00	\$ 80.00
648					00372422833	arm dump harness (Refuse Truck)	EA	0	2		\$ 42.08	\$ 42.08
649					1163	Transmission Filter	EA	0	2	Wix/NAPA Gold	\$ 5.50	\$ 5.50
650					1195	Oil Filter	EA	0	2	Wix/NAPA Gold	\$ 8.35	\$ 8.35
651					29548988	Transmission Filter Kit	EA	0	2	DaDee Manufacturing	\$ 51.88	\$ 51.88
652		Meritor	OEM		3218A1145	ROTOR ( Fire)	EA	0	2	ArvinMeritor	\$ 498.59	\$ 498.59
653					3645	Fuel Filter	EA	0	2	Wix/NAPA Gold	\$ 26.23	\$ 26.23
654					3695	Fuel Filter	EA	0	2	Wix/NAPA Gold	\$ 9.15	\$ 9.15
655					400007	Oil Filter	EA	0	2	Wix/NAPA Gold	\$ 13.47	\$ 13.47

Item No.	Product Line	Line Description	Product Type	Product Category	Part Number (for cross referencing purpose only)	Required Part's Description or Equal	UoM	Quantity Issued in FY 2013-2014	Required Minimum Stocking Quantity	Manufacturer/Brand Name	Manufacturer's Price	City's Unit Price
656					500014	Air Filter	EA	0	2	Wix/NAPA Gold	\$ 36.70	\$ 36.70
657					6850	Air Filter	EA	0	2	Wix/NAPA Gold	\$ 54.97	\$ 54.97
658					7244	Hydraulic Filter	EA	0	2	Wix/NAPA Gold	\$ 33.02	\$ 33.02
659					7299	Oil Filter	EA	0	2	Wix/NAPA Gold	\$ 23.68	\$ 23.68
660					9083	Cabin Air Filter	EA	0	2	Wix/NAPA Gold	\$ 25.71	\$ 25.71
661					25-9635	BELT ( Fire)	EA	0	3	Gates Corporation	\$ 11.48	\$ 11.48
662					7527	BATTERY	EA	0	3	Exide/East Penn	\$ 68.63	\$ 68.63
663		DaDee Manufacturing	OEM		31232299	ROTARY SENSOR (Refuse Truck )	EA	0	6	DaDee Manufacturing	\$ 110.31	\$ 110.31
664		McNeilus	OEM		1108668A	UPPER ARM ( Refuse Truck )	EA	0	9	McNeilus	\$ 116.56	\$ 116.56
<b>TOTAL</b>								70,882	12,617		\$ 19,826.29	\$ 19,826.29

## RFP 5641 Pricing Sheet for Fleet Vehicle and Equipment Parts Support Services

*The respondent shall complete the following section, which directly corresponds to the specifications.*

*The contractor shall not make changes to this format.*

### SECTION A - PAST NON-STOCK PURCHASE PRICING

The City has historically purchased parts from the below listed suppliers. In the previous 12 months, there were in excess of 4,000 parts issued that carried a value of 1.8 million dollars. The awarded contractor is expected to obtain preferential pricing on behalf of the City, and provide a "lowest landed cost". The awarded contractor shall provide a percentage above the lowest landed cost, or indicate that these parts will be sold to the City at the supplier's cost.

Item	NON-STOCK - Vendor	Third Party Pricing to Respondent (Supplier Cost)	% above Lowest Landed Cost (City's Cost)
665	Akron Brass	Lowest Landed Cost	0.0%
666	Alamo Industria	Lowest Landed Cost	0.0%
667	ALLIANCE	Lowest Landed Cost	0.0%
668	Altec Industrie	Lowest Landed Cost	0.0%
669	ATLAS COPCO	Lowest Landed Cost	0.0%
670	AUTO PART STORE	Lowest Landed Cost	0.0%
671	Bandit Chipper	Lowest Landed Cost	0.0%
672	Batteries	Lowest Landed Cost	0.0%
673	BOBCAT	Lowest Landed Cost	0.0%
674	BROCE	Lowest Landed Cost	0.0%
675	BUTTON KIT	Lowest Landed Cost	0.0%
676	Case equipment	Lowest Landed Cost	0.0%
677	caterpillar	Lowest Landed Cost	0.0%
678	CHELESA PTO	Lowest Landed Cost	0.0%
679	CHRYSLER	Lowest Landed Cost	0.0%
680	CLASS ONE	Lowest Landed Cost	0.0%
681	CONSTRUCTION	Lowest Landed Cost	0.0%
682	Cummins	Lowest Landed Cost	0.0%
683	DADEE MFG	Lowest Landed Cost	0.0%
684	DETROIT CAT CUM	Lowest Landed Cost	0.0%
685	DIAL LUBRICANTS	Lowest Landed Cost	0.0%
686	DITCH WITCH	Lowest Landed Cost	0.0%
687	DOOSAN	Lowest Landed Cost	0.0%
688	Emergency- Law	Lowest Landed Cost	0.0%
689	EONE FIRE TRUCK	Lowest Landed Cost	0.0%
690	FEDERAL SIGNAL	Lowest Landed Cost	0.0%
691	FORD	Lowest Landed Cost	0.0%
692	FRAZER	Lowest Landed Cost	0.0%
693	FREIGHTLINER	Lowest Landed Cost	0.0%
694	GATES AUTOMOTIV	Lowest Landed Cost	0.0%
695	General Motors	Lowest Landed Cost	0.0%
696	GRADALL	Lowest Landed Cost	0.0%
697	GRAINGER	Lowest Landed Cost	0.0%
698	GRASSHOPPER	Lowest Landed Cost	0.0%

Item	NON-STOCK - Vendor	Third Party Pricing to Respondent (Supplier Cost)	% above Lowest Landed Cost (City's Cost)
699	GROVE CRANE	Lowest Landed Cost	0.0%
700	HALE	Lowest Landed Cost	0.0%
701	HARDWARE	Lowest Landed Cost	0.0%
702	HAVIS	Lowest Landed Cost	0.0%
703	HEATING & COOLI	Lowest Landed Cost	0.0%
704	heavy duty part	Lowest Landed Cost	0.0%
705	HEIL	Lowest Landed Cost	0.0%
706	HUSQVARNA	Lowest Landed Cost	0.0%
707	HYDRAULICS	Lowest Landed Cost	0.0%
708	INLAND TRK PART	Lowest Landed Cost	0.0%
709	INTERSTATE TRAILER	Lowest Landed Cost	0.0%
710	ISUZU	Lowest Landed Cost	0.0%
711	J DEERE YELLOW	Lowest Landed Cost	0.0%
712	JCB-VIBROMAX	Lowest Landed Cost	0.0%
713	JD GREEN	Lowest Landed Cost	0.0%
714	Jotto Desk	Lowest Landed Cost	0.0%
715	Kawasaki	Lowest Landed Cost	0.0%
716	KENWORTH TRUCKS	Lowest Landed Cost	0.0%
717	KNAPHEIDE EQUIP	Lowest Landed Cost	0.0%
718	Kohler Engine	Lowest Landed Cost	0.0%
719	KOMATSU	Lowest Landed Cost	0.0%
720	Kubota parts	Lowest Landed Cost	0.0%
721	KUSSMAUL	Lowest Landed Cost	0.0%
722	L3 Moble Vision	Lowest Landed Cost	0.0%
723	Labrie / Wittke	Lowest Landed Cost	0.0%
724	LUBERFINER	Lowest Landed Cost	0.0%
725	Mack	Lowest Landed Cost	0.0%
726	Mcneilus	Lowest Landed Cost	0.0%
727	MOTION INDUST	Lowest Landed Cost	0.0%
728	Mountain Tarp	Lowest Landed Cost	0.0%
729	NAVISTAR	Lowest Landed Cost	0.0%
730	Niehoff	Lowest Landed Cost	0.0%
731	Onan generator	Lowest Landed Cost	0.0%
732	OX Bodis	Lowest Landed Cost	0.0%
733	PERKINS	Lowest Landed Cost	0.0%
734	Pierce Fire Tru	Lowest Landed Cost	0.0%
735	Pioneer Tarp	Lowest Landed Cost	0.0%
736	POLARIS	Lowest Landed Cost	0.0%
737	PROGARD	Lowest Landed Cost	0.0%
738	PROTECTASEAL	Lowest Landed Cost	0.0%
739	PULL TARPS	Lowest Landed Cost	0.0%
740	RHINO EQUIP	Lowest Landed Cost	0.0%
741	SEWER EQUIP	Lowest Landed Cost	0.0%
742	STERLING	Lowest Landed Cost	0.0%



Item	NON-STOCK - Vendor	Third Party Pricing to Respondent (Supplier Cost)	% above Lowest Landed Cost (City's Cost)
743	STIHL	Lowest Landed Cost	0.0%
744	Streamlight	Lowest Landed Cost	0.0%
745	SUPPLY COMPANY	Lowest Landed Cost	0.0%
746	TEREX - UTILITI	Lowest Landed Cost	0.0%
747	Tiger Machinery	Lowest Landed Cost	0.0%
748	Tiger Mower	Lowest Landed Cost	0.0%
749	TOOL/ EQUIPMENT	Lowest Landed Cost	0.0%
750	TORO	Lowest Landed Cost	0.0%
751	TRAILERS	Lowest Landed Cost	0.0%
752	Tymco	Lowest Landed Cost	0.0%
753	Vermeer	Lowest Landed Cost	0.0%
754	VOLVO PARTS	Lowest Landed Cost	0.0%
755	WACKER PACKER	Lowest Landed Cost	0.0%
756	Warren Inc.	Lowest Landed Cost	0.0%
757	WATEROUS	Lowest Landed Cost	0.0%
758	welding supplie	Lowest Landed Cost	0.0%
759	WHELEN	Lowest Landed Cost	0.0%

**RFP 5641 Pricing Sheet for Fleet Vehicle and Equipment Parts Support Services**

The respondent shall complete the following section, which directly corresponds to the specifications. The contractor shall not make changes to this format.

**SECTION B - OPERATIONAL EXPENSES PRICING**

ITEM	Description	Approximate Hours per Billing Period	Hourly Rate of Pay	Total Cost to be Billed to City per Billing Period
<b>Staffing and Support Expenses:</b>				
760	Gross Pay for Store Manager	173	\$	\$4,964.87
761	Store Manager Employee Benefits: Insurance, FICA, UCI, Healthcare, Worker's Compensation, etc.			\$1,878.00
762	Gross Pay for Counter Person No. 1	173	\$	\$3,706.20
763	Counter Person No. 1 Employee Benefits: Insurance, FICA, UCI, Healthcare, Worker's Compensation, etc.			\$1,442.34
764	Gross Pay for Counter Person No. 2	173	\$15.73	\$2,726.53
765	Counter Person No. 2 Employee Benefits: Insurance, FICA, UCI, Healthcare, Worker's Compensation, etc.			\$1,136.00
766	Gross Pay for Delivery Driver	87	\$11.48	\$1,002.59
767	Delivery Driver Employee Benefits: Insurance, FICA, UCI, Healthcare, Worker's Compensation, etc.			\$402.53
768	<i>TOTAL PERSONNEL EXPENSES</i>		\$0.00	\$17,259.00
769	Third Party Tire Replacement and Repair Handling Fee			\$250.00
770	Insurance for Delivery Vehicle			\$0.00
771	Vehicle Expense - Fuel and Maintenance			\$58.00
772	Monthly Depreciation of Vehicles, including annual registration/inspection			\$0.00
773	Monthly Depreciation of Stockroom Refurbishment Costs and/or Equipment			\$0.00
774	Monthly Depreciation of Software/Integration Costs			\$0.00
775	Freight and Postage			\$0.00
776	Insurance: General liability Insurance, Liability for Assets, Inventory Property			\$1,277.00
777	Office Supplies			\$81.71
778	Inventory Losses: Restocking Fees, Theft, etc.			\$0.00
779	Communications: Cellular Phones (for business use only), WAN access fees			\$276.00
780	Computers (Lease or depreciation) and Software Support fees			\$687.00
	<i>TOTAL MISCELLANEOUS EXPENSES</i>			\$2,629.71
	<b>TOTAL OPERATING EXPENSES</b>			<b>\$19,888.71</b>

**Contract #5641**

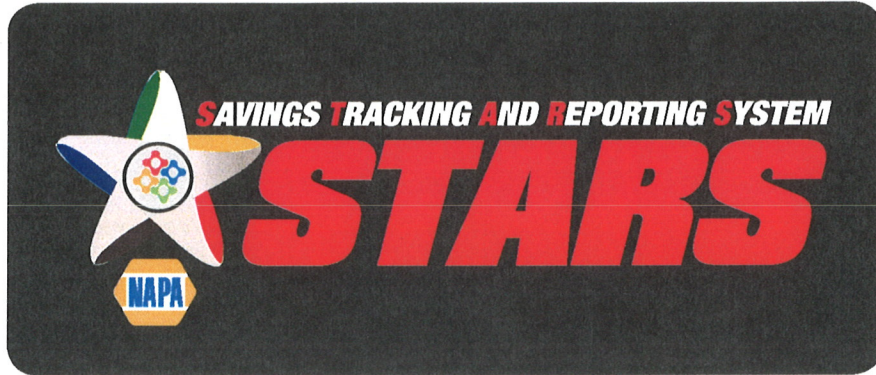
**Exhibit I**

**Sample Reports**

## SAMPLE TOP 100 PARTS REPORT

Store ID	Part Number	Part Description	Line	Billed	Unit Price	min_stk	max_stk	Total Sales
469	01112	RED ABRAS STIKIT DISC	MMM	1,000	0.30	25	50	300.00
471	01112	RED ABRAS STIKIT DISC	MMM	1,000	0.30	25	50	300.00
2	<b>01112 Count</b>							2
466	07447	SAND PAD	MMM	734	0.97	40	40	701.38
468	07447	SAND PAD	MMM	734	0.97	40	40	701.38
471	07447	SAND PAD	MMM	734	0.97	40	40	701.38
480	07447	SAND PAD	MMM	734	0.97	40	40	701.38
4	<b>07447 Count</b>							4
466	07481	2 DISC	MMM	671	1.09	5	25	701.80
468	07481	2 DISC	MMM	671	1.09	5	25	701.80
471	07481	2 DISC	MMM	671	1.09	5	25	701.80
480	07481	2 DISC	MMM	671	1.09	5	25	701.80
4	<b>07481 Count</b>							4
469	08880	BRK/CLNR	MMM	4,524	2.93	5	15	13,310.70
471	08880	BRK/CLNR	MMM	4,524	2.93	5	15	13,310.70
2	<b>08880 Count</b>							2
469	091314	BRAKLEEN	CRC	1,409	2.69	0	0	3,945.57
471	091314	BRAKLEEN	CRC	1,409	2.69	0	0	3,945.57
2	<b>091314 Count</b>							2
466	10032	LUBRCANT	WD	610	5.31	0	0	3,273.91
468	10032	LUBRCANT	WD	610	5.31	0	0	3,273.91
471	10032	LUBRCANT	WD	610	5.31	0	0	3,273.91
3	<b>10032 Count</b>							3
469	11382	R134A 30LB FREON WITH	9IP	6,074	3.35	0	0	20,347.90
471	11382	R134A 30LB FREON WITH	9IP	6,074	3.35	0	0	20,347.90
2	<b>11382 Count</b>							2
466	11R225	11R22.5 HANKOOK	TIR	765	311.46	0	0	239,444.54
471	11R225	11R22.5 HANKOOK	TIR	765	311.46	0	0	239,444.54
480	11R225	11R22.5 HANKOOK	TIR	765	311.46	0	0	239,444.54
3	<b>11R225 Count</b>							3
469	1485353	SEAL, GLASS	2CA	1,400	0.33	0	0	462.00
471	1485353	SEAL, GLASS	2CA	1,400	0.33	0	0	462.00
2	<b>1485353 Count</b>							2
469	15520	PAINT STRAINERS	MS	4,000	0.16	1000	1000	640.00
471	15520	PAINT STRAINERS	MS	4,000	0.16	1000	1000	640.00
2	<b>15520 Count</b>							2
469	15W40	MOBIL DELVAC ELITE 15	6MB	7,156	3.25	50	250	23,250.56
471	15W40	MOBIL DELVAC ELITE 15	6MB	7,156	3.25	50	250	23,250.56
2	<b>15W40 Count</b>							2
469	19293000	Dexos Engine Oil	1GM	1,518	3.83	24	24	5,936.85
471	19293000	Dexos Engine Oil	1GM	1,518	3.83	24	24	5,936.85
2	<b>19293000 Count</b>							2
469	194	BULB	LMP	928	0.22	0	0	281.64
471	194	BULB	LMP	928	0.22	0	0	281.64

# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)



NAPA Integrated Business Solutions' proprietary Savings Tracking and Reporting System (STARS) is one of the keystones of what differentiates us from our competition. STARS gives our customers and our management team up-to-date reporting capabilities in all of the most critical factors and performance metrics for your business and ours. STARS includes reporting on daily work order status, parts orders, fleet units down, daily transactions, inventory levels, fill rates and cost savings and compares them all against the IBS standards set forth in our contract. Before opening your new IBS store, our Information Technology, Operations and Management teams will work with you to set you up with free STARS reporting so you are tracking everything from the first part sold. From then on, STARS reports will be a significant focal point of the Quarterly Business Reviews our management team will have with yours to discuss our performance. STARS is an exclusive offering that promotes the IBS values of open communication, transparency, constant improvement and performance tracking and optimization.

Below are examples of the reports STARS can provide :

- Customer Summary Report
- Daily Status Report
- Parts on Order/Unit Status Report
- Daily Transaction Report
- Vehicle Out of Service Report
- Fill Rate Report
- Cost Comparison Report
- Inventory Snapshot Report



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# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

## STARS REPORT #1 : CUSTOMER SUMMARY REPORT

One-page overview of daily activity. This report provides information on units serviced versus units down for parts; parts, work order and dollar spend activity; pending parts order and open work order totals; and a customizable snapshot of customer year-to-date totals. This gives management a view on the day-to-day efficiency of our parts operation and how it is affecting your vehicle down percentage.



IBS Performance Summary, 01/21/16  
City of Houston



This report highlights, for 01/21/16, the units serviced, units down, parts/work orders issued and pending. Also summarized, are the parts/work orders, issued over the budget year and calculates a weekday average.

As of 01/21/16					Units Serviced / being Serviced as of 01/21/16		Parts Issued / Work Orders Completed on 01/21/16		Parts Issued / Work Orders Completed During the Budget Year ( 07/15/15) ***						Pending Summary				Average Parts Issued Per Day Over By						
#	Site	Rollout Date	Unit(s) Assigned	%	Assigned Unit Down	Units Serviced By NAPA **	Units Serviced Down	Unit(s) Serviced	# of Parts	Amount	WO	# of Parts	%	Amount	%	WO	Unit(s) Serviced	# of Parts	%	Open WO	%	Open Units	%	# of Parts	Amount
1	Bush - IAH	09/01/13	-	0.0%	-	177	-	196	33,121	-	-	17,893	3.1%	\$354,773	3.2%	1	4	4	6.3%	2	6.2%	2	6.5%	131	\$2,590
2	Fire Department- Dart	03/01/11	1	0.0%	-	11	-	19	311	\$10,953	-	83,040	14.6%	\$2,294,236	20.8%	1	2,843	1	1.6%	1	3.1%	1	3.2%	606	\$16,746
3	PWE - CrossTimbers	09/01/05	18	0.1%	-	363	2	1	88	\$1,207	-	12,291	2.2%	\$231,268	2.1%	1	9	7	11.1%	5	15.6%	5	16.1%	90	\$1,688
4	PWE - Japhet	09/01/05	109	0.7%	-	563	4	18	275	\$4,954	45	78,516	13.8%	\$1,223,675	11.1%	5,233	130	10	15.9%	4	12.5%	4	12.9%	573	\$8,932
5	PWE - McCarthy	09/01/05	21	0.1%	1	153	1	-	96	\$1,082	-	8,815	1.6%	\$214,073	1.9%	1	3	1	1.6%	1	3.1%	1	3.2%	64	\$1,563
6	PWE - Renewick	10/01/13	13	0.1%	-	125	-	-	187	\$1,641	-	19,515	3.4%	\$374,352	3.4%	1	2	1	1.6%	1	3.1%	1	3.2%	142	\$2,732
7	Parks and Rec- Wheeler	04/01/11	2	0.0%	-	46	-	12	119	\$1,960	-	29,864	5.3%	\$583,878	5.3%	1	160	-	0.0%	-	0.0%	-	0.0%	218	\$4,262
8	Police- Mykawa	06/01/11	-	0.0%	-	-	-	10	99	\$4,536	-	12,807	2.3%	\$375,468	3.4%	1	110	-	0.0%	-	0.0%	-	0.0%	93	\$2,741
9	Police- Resner	06/01/11	-	0.0%	-	42	-	1	198	\$5,444	-	27,311	4.6%	\$608,836	5.5%	1	56	2	3.2%	2	6.2%	2	6.5%	199	\$4,444
10	Police- S Dairy Ashford	06/01/11	-	0.0%	-	-	-	-	99	\$6,507	-	8,843	1.6%	\$396,154	3.6%	1	4	-	0.0%	-	0.0%	-	0.0%	65	\$2,892
11	Police- W Montgomery	06/01/11	2	0.0%	-	231	1	8	293	\$5,588	-	14,547	2.6%	\$524,220	4.7%	1	79	12	19.0%	6	10.8%	5	16.1%	106	\$3,826
12	Solid Waste - Neches	05/01/11	1	0.0%	-	23	3	1	776	\$7,052	-	79,514	14.1%	\$1,827,395	16.5%	1	110	22	34.9%	8	25.0%	8	25.8%	583	\$13,339
13	Solid Waste - Post Oaks	05/01/11	-	0.0%	-	-	-	-	638	\$4,443	-	53,139	9.3%	\$710,558	6.4%	1	5	-	0.0%	-	0.0%	-	0.0%	368	\$5,167
14	Solid Waste- Judkay	05/01/11	-	0.0%	-	2	-	-	513	\$4,067	-	45,570	8.0%	\$643,076	5.8%	1	61	2	3.2%	1	3.1%	1	3.2%	333	\$4,694
15	Solid Waste- Central	05/01/01	-	0.0%	-	64	-	12	798	\$4,850	-	76,473	13.5%	\$693,478	6.3%	1	84	1	1.6%	1	3.1%	1	3.2%	558	\$5,062
City of Houston			15,023*	-	13*	1,733	13	82	4,646	\$67,384	45	568,539	***	\$11,655,441	-	5,247	3,660	63	-	32	-	31	-	4,150	\$80,697

1

2

3

4

- 1 Fleet units serviced by NAPA IBS versus number of units currently down.
- 2 Number of parts orders completed with associated dollar amounts of total orders, separated by site if applicable.
- 3 Year-to-date summary of parts ordered and total cost and associated percentage weights of total business so you can track parts spend by your budget year
- 4 Number of parts and work orders still pending and affected units.



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# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

## STARS REPORT #2 : DAILY STATUS REPORT

Allows visibility to a summary of work order status and vehicles/units down for parts on a daily, monthly and year-to-date basis. Includes a summary of daily work orders fulfilled and unfulfilled, as well as a summary of lines and parts for pending and completed work orders.

SACRAMENTO  
Department of General Services

Work Orders and Units Status Report, 01/21/16  
City of Sacramento - Main, City of Sacramento



This report summarizes the pending work orders/units, highlighting pertinent information such as order date, ETA, parts quantity, unit status and partial fulfillment status. The report also summarizes completed work orders and parts.

\* As of 01/21/16, City of Sacramento - Main is waiting for 7 parts, under 6 work orders for 6 units.

\* On 01/21/16, 370.0 total parts were provided to close 6 work orders. Additional details are on the following pages.

### Pending Summary

Status

1

Partially Fulfilled

Not Fulfilled

Total Pending

Work Orders	Units	Total Parts
0	0	0.0
6	6	7.0
6	6	7.0

Number of Vehicles Down, assigned to City of Sacramento

- Main: 1

Number of Vehicles Down, that are being serviced: 0

### Completed Summary

2

Data as of Date January 21, 2016  
Month to Date January 1, 2016 thru January 21, 2016  
Budget Year to Date July 1, 2015 thru January 21, 2016

Work Orders	Total Lines	Total Parts
29	N/A	370.0
336	0	2,825.0
3,203	11,271	32,272.3

On average, 201.8 parts were delivered per day, for the month of January 2016

3

#	Work Order #	Unit #	Unit	Order Date	Age	ETA	Revised ETA	Unit Down	Shop	Technician	Partially Fulfilled	Notes
1	458534	15003221	MAIN	1/20/16	1.0	1/28/16	-	No	Service Shop	Yule, Jaseon	No	** ON ORDER FROM NAPA DC WITH AMT **
2	453542	11872	FORD	12/8/15	1.0	2/29/16	-	No	Main Shop	Crowder, Jeff	No	** NEW BATTERY CHARGER HAS BEEN BILLED TO UNIT. WAITING FOR RESULTS ON DEFECTIVE ONE FROM MANUFACTURE IN ORDER TO DETERMINE IF PART IS

5

- Summary of partially fulfilled and unfulfilled work orders.
- Daily, Monthly and YTD summary of completed work orders and line items.
- Details on each unfulfilled work order, listed by work order number.
- Age of open work order and estimated time of completion.
- IBS counter notes on work order status.



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# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

## STARS REPORT #3 : PARTS ON ORDER/UNIT STATUS REPORT

Provides details on fleet availability and status of open items on work orders and special orders. Includes details of all open parts requests by the customer and aging information on open parts orders. This allows us to identify if parts orders remain open past the expected delivery date and which vehicles are down because they are waiting on a parts order.



Parts on Order / Units Status Report, 1/21/16  
City of Cincinnati, City of Cincinnati



This report lists the **1** in order by Work Order, Unit Number **2** providing pertinent details about the orders, such as quantities, vendor, ETA and order status **3**

<b>1</b> Work Order Number: 4110-2015-3634 Unit Number: 32670 Unit: 1993 CLARK Gpx-30 Employee: Maxwell, Brian Technician: Heldt, Paul									
Notes: 88539 SENT OUT FOR REPAIR									
Product Line	Part Number	Part Description	Quantity	Vendor	Order Date	Expected Due Date	Revised Due Date	Weekday Age	Order Status
1	9RR	REPAIR HYD TILT CYL CLARK	1	RUMPKI HYDRAULICS	12/31/15	01/15/16	-	15	Part on Order
<b>2</b> Work Order Number: 4110-2016-214 Unit Number: X0252 Unit: UNKNOWN N/A Employee: Maxwell, Brian Technician: Klayer, John									
Notes: 81162 WING PLATES HAVE TO CUSTOM FAB									
Product Line	Part Number	Part Description	Quantity	Vendor	Order Date	Expected Due Date	Revised Due Date	Weekday Age	Order Status
1	9CF	WING PLATE FABRICATE WING PLATES	100	MIAMI PRODUCTS	01/21/16	02/05/16	-	0	Part on Order
<b>3</b> Work Order Number: 4110-2016-234 Unit Number: 50952 Unit: 2015 International 7400 SFA 4x2 Employee: Maxwell, Brian Technician: Klayer, John									
Notes: 80969 special order									
Product Line	Part Number	Part Description	Quantity	Vendor	Order Date	Expected Due Date	Revised Due Date	Weekday Age	Order Status
1	9GP	14083-A GLEDEHILL LEVEL LIFT CHAIN	1	KAPPENBARGER TRUCK EQUIPMENT	01/20/16	01/26/16	-	1	Part on Order
<b>4</b> Work Order Number: 4110-2016-50 Unit Number: 46732 Unit: 2014 HONDA WX10 Employee: Maxwell, Brian Technician: Towe, Anthony									
Notes: 88983									
Product Line	Part Number	Part Description	Quantity	Vendor	Order Date	Expected Due Date	Revised Due Date	Weekday Age	Order Status
1	9SM	78103YE011 SUCTION PLATE HONDA	1	BUD HERBERT	01/06/16	01/14/16	-	11	Part on Order
<b>5</b> Work Order Number: 4110-2016-86 Unit Number: 53645 Unit: 2005 TORO 4100-D Employee: Maxwell, Brian Technician: Schmidt, Carl / Ron									
Notes: 88530									
Product Line	Part Number	Part Description	Quantity	Vendor	Order Date	Expected Due Date	Revised Due Date	Weekday Age	Order Status
1	4TO	68-9773 FILTER BASE TORO	1	CENTURY EQUIPMENT	01/08/16	01/20/16	-	9	Part on Order
2	4TO	68-9777 FILTER DRAIN TORO	1	CENTURY EQUIPMENT	01/08/16	01/20/16	-	9	Part on Order

- 1** Open work order number.
- 2** Down unit details.
- 3** IBS employee and customer technician names.
- 4** Part on order details.
- 5** Vendor information.
- 6** Order status and timing information.



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# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

## STARS REPORT #4 : DAILY TRANSACTION REPORT

Provides customer with a daily report detailing the parts and supplies issued during the previous day and a summary of the parts and supplies issued month-to-date. By location, this report shows work order number, vehicle description, technician name, part line code, product SKU, part description, transaction date, quantity billed, price and extended price.



Daily Transaction Detail and MTD Recap Report, 01/21/16  
Venice, Sarasota County Fleet Services COPAR



The report lists the transactions that occurred on 01/21/16; including purchases, new returns, cores and warranties. Also highlighted is the monthly transaction summary.

From Jan-01-2016 to Jan-21-2016 Venice issued 1,576.0 parts and supplies, totaling \$28,019.27

On Jan-21-2016 Venice issued 129 parts and supplies, totaling \$9,465.15 The Jan-21-2016 details are shown below.

Invoice Number	1	Work Order	Unit Number	Vehicle Description	Technician	Product Line	SKU	Part Description	2	3	Quantity Billed	Price	Extended Price
41 10177		38192	3003774	GOPU CD103M-4	-	2JD	RE519626	OIL FILTER			1.0	\$11.28	\$11.28
42 10177		38192	3003774	GOPU CD103M-4	-	9OC	4943	15W40 MOTOR OIL QUART			8.0	\$2.10	\$16.80
43 10178		38193	3003774	GOPU CD103M-4	-	8WM	5191	DISTILLED WATER			2.0	\$0.76	\$1.52
44 10178		38193	3003774	GOPU CD103M-4	-	2JD	RE508202	FUEL FILTER			1.0	\$30.72	\$30.72
45 10179		38202	3003514	2010 FORD F150X17/SC2W	-	9OC	4943	15W40 MOTOR OIL QUART			7.0	\$2.10	\$14.70
46 10179		38202	3003514	2010 FORD F150X17/SC2W	-	1FD	FL8208	OIL FILTER			1.0	\$4.42	\$4.42
47 10180		38203	3003514	2010 FORD F150X17/SC2W	-	WIP	60022	ACCUFIT CONVENTIONAL			2.0	\$5.64	\$11.68
											129.0		\$9,465.15

- 1 Part details are sorted by Invoice Number
- 2 Product Details : Product Line, SKU and Description
- 3 Quantity and Pricing Detail



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# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

## STARS REPORT #5 : VEHICLE OUT OF SERVICE REPORT

This report shows the trend in vehicles that are out of service, compared with the allowable percentage down based on customer standards and contract agreements. It provides fleet management a daily graph of maximum allowable fleet down for parts percentages versus actual fleet down percentage.

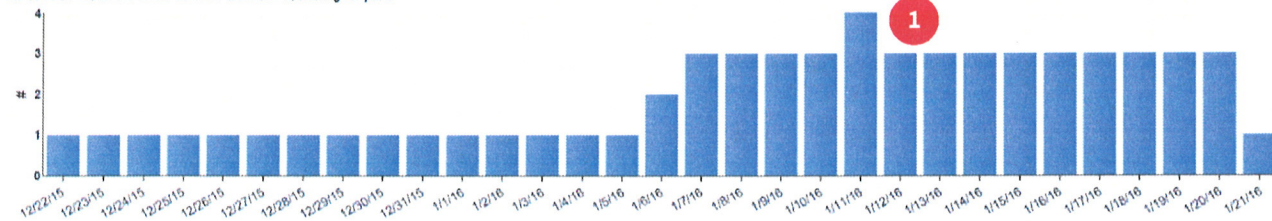


Fleet Availability Report, 01/21/16  
PWE - McCarty, City of Houston

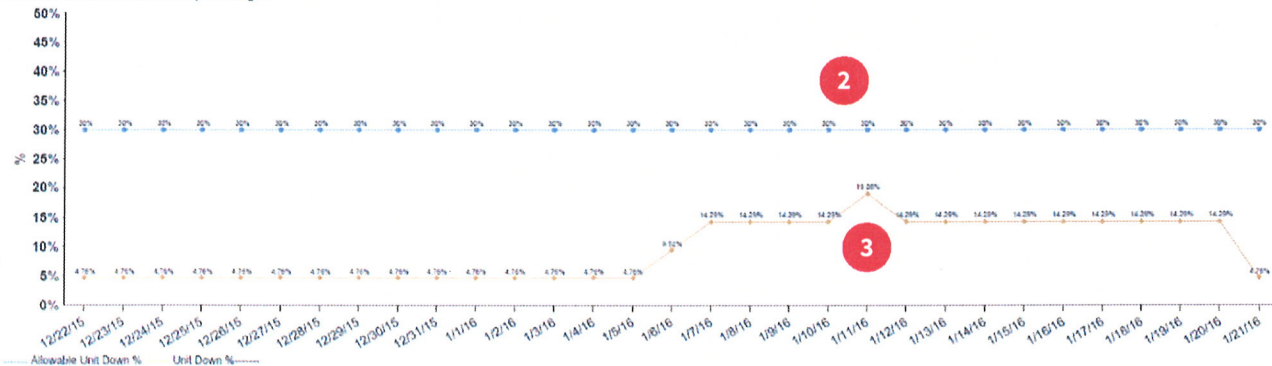


The report highlights the percentage of units that are down compared to the maximum allowable percentage down.

The Graph below shows the number of vehicles out of service by day for PWE - McCarty over the last 30 days. As of 01/21/16, 4.76% of the vehicles were down, waiting for parts



The graph below shows the percent of vehicles out of service by day for PWE - McCarty over the last 30 days and the allowable vehicle down percentage.



- 1 Total number of units down for parts by day.
- 2 Allowable percentage (20% above, based on contract agreement) of vehicles down.
- 3 Actual percentage of vehicles down (less than 0.5% above).



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# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

## STARS REPORT #6 : FILL RATE REPORT

Calculates and presents parts fill rates by site. This is a summary of parts available on-demand versus parts unavailable and on order. It includes daily and month-to-date calculations. Fill rates are one of the most commonly used and important Key Performance Indicators in our business as they show our customer what percentage of parts are fulfilled on the spot.

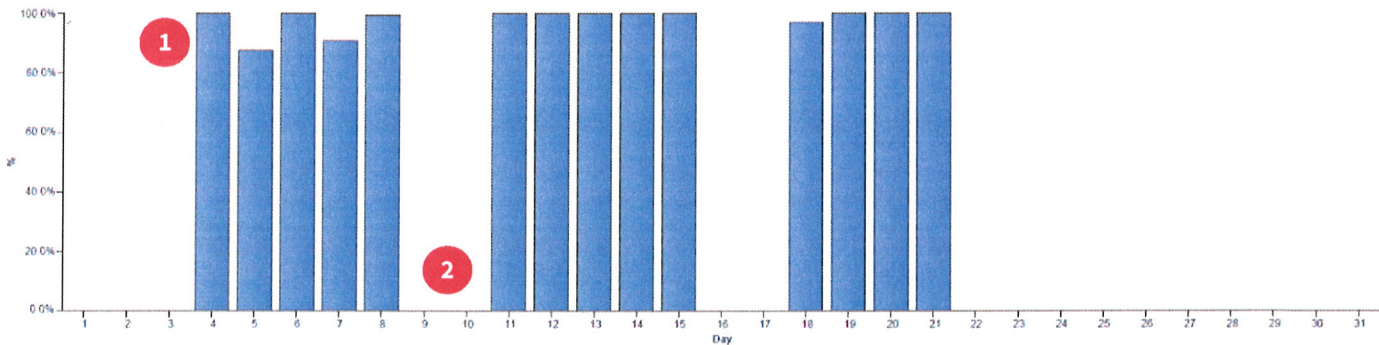


### IBS on Demand Fill Rate Report, 1/21/16 Boart Longyear



This report highlights the parts available, ordered on the part request date; providing the percentage by weekday and month.

Boart Longyear has a **98.2%** fill rate for the month of January 2016



	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Available Parts	0.0	0.0	0.0	63.0	365.0	100.0	241.0	178.0	0.0	0.0	1,229.0	304.0	277.0	274.0	439.0	0.0	0.0	197.0	182.0	391.0	269.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Unavailable Parts	0.0	0.0	0.0	0.0	51.0	0.0	24.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%	0.0%	0.0%	0.0%	100.0%	87.7%	100.0%	90.9%	99.4%	0.0%	0.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%	0.0%	97.0%	100.0%	100.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

3

- 1 On-demand fill rate as a percentage (98.8% average above).
- 2 Gaps in the chart are days where the operation is closed so there is no fill rate.
- 3 Details on number of available parts on demand versus unavailable parts, used to calculate the percentages in the graph.



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# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

## STARS REPORT #7 : COST COMPARISON DETAIL REPORT

The goal of this report is to show specific parts cost comparisons and other savings metrics realized by our customer. This allows us to set specific cost savings goals by site and measure the progress monthly. The report will track all superseded parts and show SKU level comparisons. The Cost Comparison Report provides true transparency in our pricing and shows you exactly how much you are saving compared with your previous pricing model.



### GPC Parts Cost Comparison Detail Report , 3/17/14



This report highlights the parts price comparison for parts issued on 3/17/14. The total savings, on the reporting date is (\$2,433.58)

#### Previous Product Line: LMP-TEST

Invoice Number	Product Line Code	Product SKU	Part	Part Invoiced Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	
1	11874	LMP	9005 HALOGEN CAPSULE	1.0	\$4.99	\$4.99	LMP-TEST	9005-T	RANDOM TEST	1	10	\$10.00	\$5.11
2	11880	1	194 BULB	2	\$0.26	\$0.26	1	194-T	RANDOM TEST	1	10	\$10.00	\$9.74
3	11880	LMP	H0204 HALOGEN LAMP	1.0	\$8.86	\$8.86	LMP-TEST	H0204-T	RANDOM TEST	1	10	\$10.00	\$1.34
				3.0		\$13.61						\$38.00	\$16.19

#### Previous Product Line: MAC-TEST

Invoice Number	Product Line Code	Product SKU	Part	Part Invoiced Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	
1	11886	MAC	4800 NON-CHLOR BRAKE CLNR	2.0	\$1.90	\$3.78	MAC-TEST	4800-T	RANDOM TEST	2	10	\$20.00	\$16.22
2	11884	MAC	4800 NON-CHLOR BRAKE CLNR	2.0	\$1.90	\$3.78	MAC-TEST	4800-T	RANDOM TEST	2	10	\$20.00	\$16.22
				4.0		\$7.56						\$40.00	\$32.44

#### Previous Product Line: NBH-TEST

Invoice Number	Product Line Code	Product SKU	Part	Part Invoiced Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	11887	NBH	36108 IDLER PULLEY	1.0	\$10.26	\$10.26	NBH-TEST	36108-T	RANDOM TEST	1	10	\$10.00	(\$0.26)
2	11887	NBH	36452 DR BLT TENSIONER ASSY	1.0	\$38.96	\$38.96	NBH-TEST	36452-T	RANDOM TEST	1	10	\$10.00	(\$28.96)
				2.0		\$49.24						\$20.00	(\$29.24)

#### Previous Product Line: NFR-TEST

Invoice Number	Product Line Code	Product SKU	Part	Part Invoiced Quantity	Part Price	Extended Price	Previous Line Code	Previous Part	Savings Description	# of parts Superseded	Previous Price	Previous Extended Price	Difference
1	11870	NFR	ZK30303 AC MACHINE 3	1.0	\$5.00	\$5.00	NFR-TEST	ZK30303-T	RANDOM TEST	2	10	\$10.00	\$5.00
2	11875	NFR	ZK30303 AC MACHINE 3	2.0	\$5.00	\$10.00	NFR-TEST	ZK30303-T	RANDOM TEST	2	10	\$20.00	\$10.00

- Actual part ordered detail: line code, SKU, description.
- Actual part order pricing detail.
- Previous part ordered detail.
- Previous part ordered pricing detail.
- Total price difference for particular part (Current price x quantity – Previous price x quantity)
- Total price difference across entire product line.



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# SAVINGS TRACKING AND REPORTING SYSTEM (STARS)

## STARS REPORT #8 : INVENTORY SNAPSHOT REPORT

This provides a summary, updated monthly, of total inventory stocked on-site at your IBS store. It includes total inventory on-hand, in units and in dollars, and allows easy identification of fastest moving inventory. The chart also differentiates between NAPA-owned inventory and customer-owned inventory.

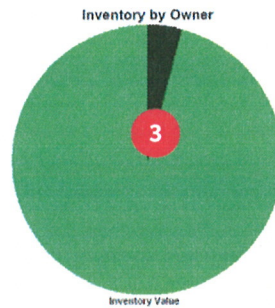


Inventory Snapshot Report, 01/21/16  
City of Kissimmee, City of Kissimmee



The report is a snapshot of the inventory position and owner, as of 01/21/16

- On 01/21/16, City of Kissimmee had a total inventory of \$250,834.11
  - City of Kissimmee had a total inventory of \$10,241.15, which is 4.1% of total inventory.
  - NAPA has a total inventory of \$240,592.96, which is 95.9% of total inventory.
- A further breakdown, 01/21/16, City of Kissimmee is as follows.



- This chart illustrates the Total Inventory Value

Current Inventory Values

	QOH	Inventory Value
NAPA	17,337	\$240,592.96
City of Kissimmee	1,106	\$10,241.15
Summary	18,443	\$250,834.11

1

2

- 1 Inventory unit quantity on hand. The top row is NAPA-owned and the bottom row is customer-owned.
- 2 Total inventory value for NAPA-owned and customer-owned inventory.
- 3 The chart shows the percentage of total inventory value owned by NAPA and by the customer.



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Exhibit <sup>G</sup>

# CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

## For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**1 Name of vendor who has a business relationship with local governmental entity.**

Genuine parts company

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information in this section is being disclosed.**

Stu Kambury

\_\_\_\_\_  
Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☒

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐

Yes

☒

No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4** ☒ I have no Conflict of Interest to disclose.

**5** DocuSigned by:

Stu Kambury

6/13/2016

BEFC3964E8624EA  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## Certificate Of Completion

Envelope Id: 0C699D0468A74E48A03C6E9E4E176D42

Status: Completed

Subject: City Council Docusign Item - RFP 5641

Source Envelope:

Document Pages: 106

Signatures: 9

Envelope Originator:

Certificate Pages: 6

Initials: 1

Cindy Alonzo

AutoNav: Enabled

Cynthia.Alonzo@cityofdenton.com

Envelopeld Stamping: Enabled

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Time Zone: (UTC-08:00) Pacific Time (US & Canada)

## Record Tracking

Status: Original

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## Signer Events

### Signature

### Timestamp

Cindy Alonzo

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cynthia.alonzo@cityofdenton.com

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Buyer

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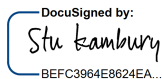
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Electronic Record and Signature Disclosure:  
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Stu Kambury

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Stu\_kambury@genpt.com

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Division VP

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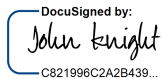
Genuine parts company

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John Knight

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Sent: 6/13/2016 12:43:53 PM

john.knight@cityofdenton.com

Viewed: 6/13/2016 2:03:06 PM

Deputy City Attorney

Signed: 6/13/2016 2:03:27 PM

City of Denton

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Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:  
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ID:

Julia Winkley

**Completed**

Sent: 6/13/2016 2:03:30 PM

julia.winkley@cityofdenton.com

Viewed: 6/14/2016 5:37:30 AM

Contracts Administration Supervisor

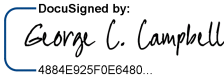
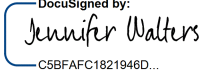
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City of Denton

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Signer Events	Signature	Timestamp
<p>George C. Campbell  george.campbell@cityofdenton.com  City Manager  City of Denton  Security Level: Email, Account Authentication (Optional)  Electronic Record and Signature Disclosure:  Not Offered via DocuSign  ID:</p>	<p>DocuSigned by:    4884E925F0E6480...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 6/22/2016 7:11:41 AM  Viewed: 6/22/2016 1:51:54 PM  Signed: 6/22/2016 1:52:16 PM</p>
<p>Jennifer Walters  jennifer.walters@cityofdenton.com  City Secretary  City of Denton  Security Level: Email, Account Authentication (Optional)  Electronic Record and Signature Disclosure:  Not Offered via DocuSign  ID:</p>	<p>DocuSigned by:    C5BF4FC1821946D...</p> <p>Using IP Address: 129.120.6.150</p>	<p>Sent: 6/22/2016 1:52:21 PM  Viewed: 6/23/2016 7:06:07 AM  Signed: 6/23/2016 7:06:19 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Michael Davis  michael_davis@genpt.com  Security Level: Email, Account Authentication (Optional)  Electronic Record and Signature Disclosure:  Not Offered via DocuSign  ID:</p>	<div>COPIED</div>	<p>Sent: 6/13/2016 12:24:27 PM</p>
<p>Julia Winkley  julia.winkley@cityofdenton.com  Contracts Administration Supervisor  City of Denton  Security Level: Email, Account Authentication (Optional)  Electronic Record and Signature Disclosure:  Not Offered via DocuSign  ID:</p>	<div>COPIED</div>	<p>Sent: 6/13/2016 12:43:51 PM  Viewed: 6/13/2016 12:53:14 PM</p>
<p>Sherri Thurman  sherri.thurman@cityofdenton.com  Security Level: Email, Account Authentication (Optional)  Electronic Record and Signature Disclosure:  Not Offered via DocuSign  ID:</p>	<div>COPIED</div>	<p>Sent: 6/13/2016 12:43:51 PM</p>
<p>Jane Richardson  jane.richardson@cityofdenton.com  Security Level: Email, Account Authentication (Optional)</p>	<div>COPIED</div>	<p>Sent: 6/22/2016 7:11:39 AM  Viewed: 6/22/2016 7:13:05 AM</p>



Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
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Jennifer Bridges jennifer.bridges@cityofdenton.com Procurement Assistant City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<b>COPIED</b>	Sent: 6/23/2016 7:06:24 AM Viewed: 6/23/2016 10:41:15 AM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<b>COPIED</b>	Sent: 6/23/2016 7:06:25 AM
Terry Kader Terry.Kader@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<b>COPIED</b>	Sent: 6/23/2016 7:06:27 AM

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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	6/23/2016 7:06:27 AM
Signing Complete	Security Checked	6/23/2016 7:06:27 AM
Completed	Security Checked	6/23/2016 7:06:27 AM

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**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>•Allow per session cookies</li><li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li></ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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