



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Solicitation

NUMBER

MVPR14

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ALAN CUMMINGS
304-558-2402

RFQ COPY

NAPA AUTO PARTS
ATTN: JASON COOPER
130 WEST 19TH STREET
NITRO, WV 25143

ALL STATE AGENCIES
AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

DATE PRINTED

08/16/2013

BID OPENING DATE: 09/11/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		060-74		
AUTOMOTIVE OEM OR EQUAL PARTS						
REQUEST FOR QUOTATION (OPEN-END CONTRACT)						
THE WEST VIRGINIA STATE PURCHASING DIVISION, ON BEHALF OF ALL STATE AGENCIES, IS SOLICITING BIDS TO PROVIDE ALL STATE AGENCIES WITH AN AUTOMOTIVE OEM OR EQUAL PARTS CONTRACT PER THE ATTACHED SPECIFICATIONS.						
***** THIS IS THE END OF RFQ MVPR14 ***** TOTAL:						

RECEIVED

2013 SEP 10 AM 10:49

WV PURCHASING
DIVISION

SIGNATURE

Don P. John

TELEPHONE

770-850-2451

DATE

10-15-2015

TITLE

VP Major Accounts

FEIN

58-0254510

ADDRESS CHANGES TO BE NOTED ABOVE

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

- ☒ A pre-bid meeting will not be held prior to bid opening.
- ☐ A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

- ☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: 09/04/2013

Submit Questions to:

Alan Cummings
2019 Washington Street, East
Charleston, WV 25305
Fax: 304-558-3970
Email: Alan.W.Cummings@

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

09/11/2013 - 1:30 P.M.

Bid Opening Location:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: This Contract becomes effective on award
and extends for a period of 1 year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to 2 successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- ☐ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- ☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐

Commercial General Liability Insurance:

or more.

☐

Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☐☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☐
☐
☐
☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount
n/a for n/a

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

39. **CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the

purchasing agency tenders the initial payment to Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 - ☒ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
51. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state

repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance

with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

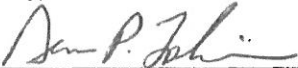
This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Genuine Parts Company, dba NAPA
(Company)


(Authorized Signature)

Dennis P. Tolivar, V.P. Major Accounts
(Representative Name, Title)

770-850-2451 770-859-2920
(Phone Number) (Fax Number)

10-15-2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: MVPRT14

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Genuine Parts Company, dba NAPA
 Company

Don P. H.
 Authorized Signature

10-15-2013
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

20

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of all state agencies to establish open-end contracts for Automotive OEM Parts or equal. The Contracts awarded from this RFQ shall cover Eligible Items from Vendor's Catalog.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Catalog" means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
 - 2.2 "Catalog Price" means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 bolts priced at \$4.00 per box has a catalog price of \$4.00. A crate of bolts priced at \$400.00 has a catalog price of \$400.00).
 - 2.3 "Discount Percentage" means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category.
 - 2.4 "Discounted Price" means the price that the Vendor will charge the Agency for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
 - 2.5 "Discounted Unit Price" means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
 - 2.6 "Eligible Item" means Automotive OEM parts or equal.
 - 2.7 "Pricing Page" or "Pricing Pages" means the schedule of prices, Discount Percentage, estimated usage, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.8 "RFQ" means the official request for quotation published by the Purchasing Division and identified as MVPRT14.
 - 2.9 "Total Bid Cost" means the sum of the Item Total Cost Column on the Pricing Pages shown below the Total Cost Column and identified as the Total Bid Cost.

REQUEST FOR QUOTATION
MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

21

2.10 "Unit" means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.

2.11 "Unit Price" means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.

2.12 "Units Provided for Catalog Price" means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor's Catalog that corresponds with the Catalog Price. (Ex. A box of 200 bolts advertised in vendor's catalog for \$4.00 has a Units Provided for Catalog Price of 200. A crate of bolts advertised in Vendor's catalog for \$400.00, each containing 100 boxes with 200 bolts per box, yields a Units Provided for Catalog Price of 20,000.)

2.13 "WVDOH" means West Virginia Division of Highways.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below.

3.1.1 Eligible Items must be Automotive OEM parts or equal.

3.1.2 Eligible Items must meet OEM Specifications.

3.1.3 Vendors must submit a list of all supplying locations for the districts applicable to their bid response prior to the award of this contract. The locations list must contain the following at a minimum: Physical (not post office) address, phone number(s), and point(s) of contact.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1 Contract Award: The Contracts are intended to provide all state agencies with a discounted price on all Eligible Items. These contracts shall be awarded to multiple vendors by district as defined by the WVDOH district map attached hereto as Exhibit B. The Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages for a particular district will receive a contract for that district.

REQUEST FOR QUOTATION MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

If the bidder determined to be the lowest responsible bidder in a district bid "or equal" items, that bidder will be required to submit documentation illustrating the item bid on the vendor's pricing pages is equal to or exceeds OEM Specifications prior to contract award. Each item will be chosen at random by the Purchasing Division. Failure to submit appropriate OEM Specifications within seven business days following the request will result in disqualification of Vendor's bid.

- 4.2 **Pricing Pages:** Vendor should complete the Pricing Pages by filling in the "Or Equivalent Part Number," "Catalog Price," "Units Provided for Catalog Price," "Discount Unit Price," "Discount Percentage" "Item Total Cost," and "Total Bid Cost" cells. Failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Below is a portion of a properly completed pricing page provided as an example:

Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
xyz-widget	1 Ea.	\$20.00	1	\$20.00	10.00%	\$18.00	5	\$90.00
abc-thingamajig	1 Ea.	\$10.00	1	\$10.00	5.00%	\$9.50	10	\$95.00
Additional Pick-up Discount Percentage							10%	
Total Bid Cost								\$175.75

The Pricing Pages contain a list of frequently purchased items and estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of these Contracts or any individual item is guaranteed or implied.

- 4.3 **Categories:** There are seventeen (17) categories found under the "Category Description" section of the pricing pages. From each category, one part (under the part description column) has been designated for evaluation purposes only. Vendors will provide the catalog price, units provided for catalog price and corresponding discount percentage for each part in its respective category.

REQUEST FOR QUOTATION
MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

23

- 4.4 **Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. This discount percentage shall be applied to all items within the given category and shall remain firm for the life of the contract. The resulting Discounted Unit Price shall be the price the agency pays for each Eligible Item purchased from the given category under these Contracts.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentages and subsequent Discounted Unit Prices derived from these discounts must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The agency shall only pay the appropriate Discounted Unit Price for items purchased under these Contracts.

- 4.5 **Additional Pick-up Discount Percentage:** It is the intent of this contract to have the prices inclusive of delivery. There will be instances where agencies would rather pick-up an eligible item than have it delivered. As such, an "Additional Pick-up Discount Percent" cell has been created to provide an additional discount for pick-up pricing. If offered, vendors should place a percentage that will provide an additional discount for pick-up, in the "Additional Pick-up Discount Percent" cell. For evaluation purposes, it is estimated that 50% of the time, agencies will pick-up items at the vendor's location. Accordingly, the "Additional Pick-up Discount" cell has been weighted to reduce the vendor's additional pick-up discount percentage by 50%.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@wv.gov.

24

REQUEST FOR QUOTATION
MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

5. Catalog:

- 5.1 Submission. Vendor must submit its Catalogs for evaluation purposes prior to award. Vendor shall also mail the Catalogs free of charge to any Agency desiring to use these Contracts. Copies of the Catalogs may be requested in an electronic format and should be provided in that format if possible. Vendor Catalogs will be used by the agencies to order Eligible Items under these Contracts.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

- 5.2 Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Vendor may ask for a price increase at contract renewal time only. Pass through costs only will be accepted at the discretion of the WV Purchasing Division. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, District quantity usage of those items, and total spent by the District on those items; (2) any Eligible items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under these Contracts and prices for those items shall remain unchanged during the term of the Contracts.

6. ORDERING AND PAYMENT:

REQUEST FOR QUOTATION
MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

25

6.1 Ordering:

6.1.1 Vendor Responsibilities:

Vendor shall accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Vendor may, but is not required, to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under these Contracts, to allow the Purchasing Division to ensure that the requirements of the Contracts are being met.

6.1.2 Agency Responsibilities:

A. Prior to Order:

Agencies must reconcile the list price, found in vendors catalog, to the agreed contract discount price. (Example: If a solenoid has a list price of \$100.00, and the discount percentage is 5%, the price to the agency would be \$95.00. The cost to the Agency is found by multiplying the list price (\$100.00) by the discount percentage (.05) and subtracting from the list price (\$100.00). This tabulation may be handwritten but must be included.

B. Ordering Procedure:

Spending units shall issue a written state contract order (form number WV-39) to the vendor for commodities covered under this contract. The spending unit shall indicate on the face of the WV-39 if paying with a P-Card. Also, the Agency shall state on the WV-39 if the items are for Pick-up or Delivery. The spending unit shall attach a copy of the remittance and tabulations to the WV-39. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

26

REQUEST FOR QUOTATION
MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

Orders shall be placed directly with vendor in a manner prescribed by the Agency, and not directly with the parts manufacturer. Pricing must be verified in accordance with the above prior to each order. Additionally, invoices must match the WV-39 and multiple items should be listed separately.

C. Pick-up orders:

For pick up orders only; agencies may utilize the nearest vendor based on geographic location, awarded a district contract under this RFQ, even if that vendor is in a different district than the location of the ordering agency. To do so, Agencies will utilize Google maps to establish the distance from the repair facility to the addresses listed in this contract. Ordering procedures contained in Section 6.1.2 subsections 'A' and 'B' remain in effect.

- 6.2 Invoicing and Payment: Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. The Agency will not pay any fees associated with accepting the West Virginia Purchasing Card. Payment in advance is not permitted under the Contracts.

7. DELIVERY AND RETURN:

- 7.1 Delivery Time and Place: Vendor shall deliver standard orders within three (3) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency locations throughout the District. Delivery locations FOB destination.
- 7.2 Pick-up: Upon the agency's notification to the vendor; standard, non-special order items, shall be made available for pick up at the vendor's nearest location within twenty-four (24) hours.
- 7.3 Late Delivery: The District placing the order under these Contracts must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a lower priority vendor.

REQUEST FOR QUOTATION
MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

27

7.4 **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the District delivery locations. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the agency separately for such delivery. The agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.5 **Return of Unacceptable Items:** Items that the District deem unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the District to arrange for the return and reimburse the District for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the District with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. District delivery location. The returned product shall either be replaced, or the District shall receive a full credit or refund for the purchase price, at the District's discretion.

7.6 **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8. **MISCELLANEOUS:**

8.1 **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described previously. Vendor shall not supply substitute items.

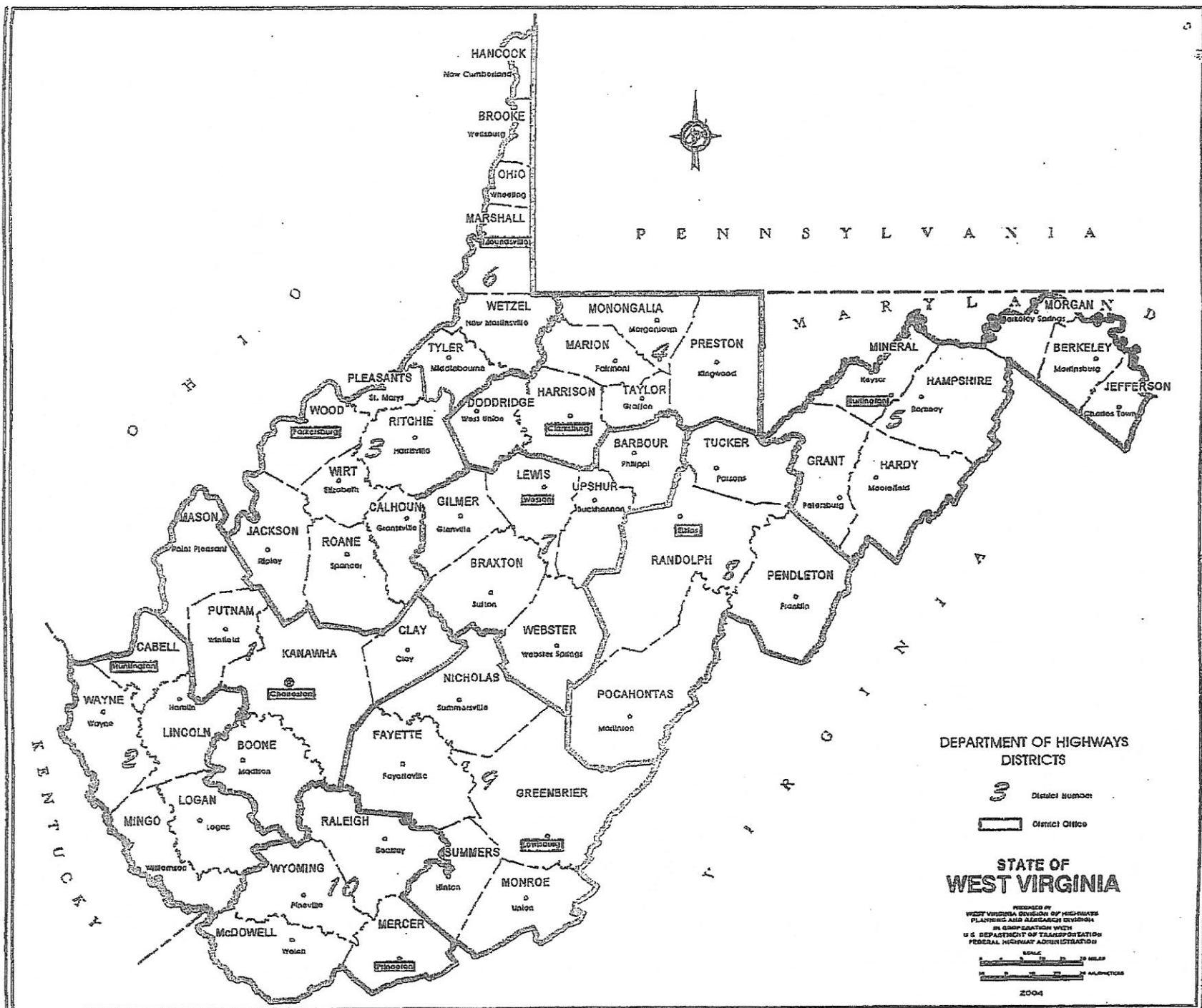
8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

REQUEST FOR QUOTATION
MVPRT14, AUTOMOTIVE OEM PARTS or EQUAL

28

- 8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of the Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of the Contract.
- 8.4 Cooperative Contracts: Notwithstanding anything contained herein to the contrary, the Purchasing Division reserves the right to not make an award under this solicitation and to utilize the bids, as described in West Virginia Code 5A-3-19(a), to evaluate the potential use of one or more cooperative contracts to obtain the items requested in this solicitation. If the Purchasing Division determines that the use of one or more cooperative contracts is warranted, then the Purchasing Division may cancel this solicitation and obtain the requested items from those cooperative contracts.
- 8.5 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jason Cooper
Telephone Number: 304-312-9042
Fax Number: 304-755-9190
Email Address: jason-cooper@genpt.com





NAPA Response to Request for Quotation #MVPRT14



Contents of Bid Submission by Genuine Parts Company DBA: NAPA

- ☒ Completed Certification and Signature Page
- ☒ Completed Addendum Acknowledgement Form
- ☒ Completed Vender Preference Certificate
- ☒ Twenty-Three(23) Completed, Notarized Purchasing Affidavit(s)
- ☒ One (1) Response to Request for Quotation #MVPRT14
- ☒ Four (4) Convenience Copies
- ☒ One (1) Printed "F-350 Bid Sheets D1-D10"
- ☒ One (1) Printed "Jeep Bid Sheets D1-D10"
- ☒ One Removable Drive containing Digital Copies of All Items Listed

Above

Genuine Parts Company DBA: NAPA
Response for
Request for Quotation MVPRT14
Automotive OEM or Equal Parts

Issued by:

The State of West Virginia



Submitted by:

NAPA Auto Parts

130 West 19th Street

Nitro, West Virginia 25143

Tel: 304-755-9121

Fax: 304-755-9190



NAPA Response to Request for Quotation #MVPRT14

Table of Contents

A.	EXECUTIVE SUMMARY	1
	<i>Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores.....</i>	<i>2</i>
B.	NAPA RESPONSE TO GENERAL REQUIREMENTS.....	1
3.	GENERAL REQUIREMENTS:	1
3.1.	Mandatory Eligible Item Requirements:.....	1
C.	NAPA RESPONSE TO CONTRACT AWARD, DISCOUNT PERCENTAGE, CATALOG:	3
4.	CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:	3
4.1.	Contract Award:	3
4.2.	Pricing Pages:	3
4.3.	Categories:.....	4
4.4.	Discount Percentage:	5
4.5.	Additional Pick-up Discount Percentage:.....	6
D.	NAPA RESPONSE TO CATALOG:	7
5.	CATALOG:	7
5.1.	Submission.	7
5.2.	Catalog Modification.....	8
E.	NAPA RESPONSE TO ORDERING AND PAYMENT:	9
6.	ORDERING AND PAYMENT:	9
6.1.	Ordering:	9
6.2.	Invoicing and Payment:	11
F.	NAPA RESPONSE TO DELIVERY AND RETURN	12
7.	DELIVERY AND RETURN:	12
7.1.	Delivery Time and Place:	12
7.2.	Pick-up:	12
7.3.	Late Delivery:	12
7.4.	Delivery Payment/Risk of Loss:	13
7.5.	Return of Unacceptable Items:	13
7.6.	Return Due to Agency Error:.....	13
G.	NAPA RESPONSE TO MISCELLANEOUS:	14
8.	MISCELLANEOUS:	14
8.1.	No Substitutions:	14
8.2.	Vendor Supply:.....	14
8.3.	Reports:	15
8.4.	Cooperative Contracts:.....	16
8.5.	Contract Manager:.....	16
	PROPOSAL BY GENUINE PARTS COMPANY IN RESPONSE TO: STATE OF WEST VIRGINIA RFQ SOLICITATION NUMBER: MVPRT14.....	17
	LIST OF EXCEPTIONS.....	17
	INDEPENDENT NAPA AUTO PARTS STORE OWNER AGREEMENT	19



NAPA Response to Request for Quotation #MVPRT14

A. Executive Summary

NAPA Auto Parts is very pleased to have the opportunity to respond to the **Automotive OEM or Equal Parts** RFQ. NAPA has been in business since 1925 and has grown to become the industry leader in Automotive, Heavy Truck, Agricultural, and Industrial parts supply. We have a long history of partnering with State, County, and City Agencies to provide Cost Savings, Service, and Productivity through our NAPA exclusive supply chain.

We at NAPA are eager to serve The State of West Virginia with over 58 registered locations in the State accompanied with over \$35 Million dollars in inventory available to supply the State.





NAPA Response to Request for Quotation #MVPRT14

Relative Experience

NAPA has a great deal of experience handling and maintaining State, County, and City parts supply contracts. Here are some examples of that:

- | | |
|-----------------------|--------------------------|
| ❖ State of Tennessee | ❖ State of Massachusetts |
| ❖ State of Indiana | ❖ State of Minnesota |
| ❖ State of Alabama | ❖ State of Missouri |
| ❖ State of Arizona | ❖ State of Montana |
| ❖ State of Arkansas | ❖ State of Nevada |
| ❖ State of California | ❖ State of New Jersey |
| ❖ State of Delaware | ❖ State of North Dakota |
| ❖ State of Georgia | ❖ State of Oklahoma |
| ❖ State of Hawaii | ❖ State of Pennsylvania |
| ❖ State of Idaho | ❖ State of South Dakota |
| ❖ State of Indiana | ❖ State of Utah |
| ❖ State of Iowa | ❖ State of Washington |
| ❖ State of Kansas | |

In summary, we are very pleased and excited at the prospect of serving The State of West Virginia in its supply needs. We believe the information presented in this RFQ response will demonstrate our commitment and capability to providing the absolute best price, service, and support to the State.

Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores

Genuine Parts Company is a service organization in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials through four distinct operating segments. One of the operating segments, the Automotive Parts Group, distributes approximately 500,000 automotive and truck replacement parts, along with a comprehensive offering of tools, equipment, paint, safety and other programs of inventorying, cataloging, marketing and training in the automotive aftermarket segment. Genuine Parts Company is a member of the National Automotive Parts Association ("NAPA"), a voluntary trade association formed in 1925 to provide nationwide distribution of automotive parts.

These parts are sold under the brand name of NAPA through both Genuine Parts Company owned and independently owned NAPA Auto Parts Stores. Genuine Parts Company is responding to this RFQ on behalf of NAPA, the trade association that Genuine Parts Company



NAPA Response to Request for Quotation #MVPRT14

and the independently owned NAPA Auto Parts Stores belong. Genuine Parts Company does not manage, control, own, or operate the independently owned NAPA Auto Parts Stores owned and operated by independent jobbers which freely elect to participate in this Agreement (the "Participating Jobbers"). Furthermore, Genuine Parts Company is not a guarantor of the Participating Jobbers, and the liabilities, debts, duties and obligations of Genuine Parts Company and the Participating Jobbers are separate and distinct. Genuine Parts Company and the Participating Jobbers will not be jointly and severally liable for any of each other's liabilities or obligations. In order to meet the requirements of this RFQ, each Participating Jobber has signed a separate "Independent NAPA Auto Parts Store Owner Agreement" where items such as indemnification, liability, pricing, etc are assumed solely by the Participating Jobber.

Below is a list of 20 Participating Jobbers that own the 42 Independent NAPA Auto Parts Stores (there is an additional 16 NAPA Auto Parts Stores that are owned by Genuine Parts Company that are participating in this RFQ response) that have signed the "Independent NAPA Auto Parts Store Owner Agreement". Please see an EXAMPLE of the document on **Page 19**. Each Independent NAPA Auto Parts Store Owner Agreement executed by a Participating Jobber will be delivered to the State of West Virginia upon the successful award of a contract to Genuine Parts Company.

	BUSINESS NAME	OWNER
1	Parts Supply Alliance, Inc	Preston Adams
2	Amtower Auto Supply NAPA	Kevin Amtower
3	N&J Auto Parts	Jamie Blankenship
4	Inwood Auto Parts, LLC	David Bowman
5	COWEN NAPA INC	Wilford Brown
6	Bluewell Auto Center, Inc	Gene Buckner
7	Coal City Auto & Truck Parts, Inc	Dewayne Dillon
8	Potomac Auto Parts, Inc / Berkeley Spgs	Marvin Douglas
9	Petersburg Auto Parts	Royce Heare
10	Marmet Supply Company	Rodney Melton
11	Moore Auto Parts	Jeff Moore
12	PENNINGTON AUTO SUPPLY INC	Carol Nicholas
13	Auto Fleet & Industrial Supply	William Peters
14	G&R Auto Parts	Ed Baldwin
15	Burnsville Auto Parts	Rob Singleton
16	SUTTON AUTO PARTS	George Sodaro
17	White's NAPA	John White
18	Lincoln Auto	John White
19	WILSON BROTHERS INC	Steve Wilson
20	Hometown Auto Parts	Frank Runion



B. NAPA Response to General Requirements

3. GENERAL REQUIREMENTS:

3.1. **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

3.1.1. Eligible Items must be Automotive OEM parts or equal.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.2. Eligible Items must meet OEM Specifications.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.3. Vendors must submit a list of all supplying locations for the districts applicable to their bid response prior to the award of this contract. The locations list must contain the following at a minimum: Physical (not post office) address, phone number(s), and point(s) of contact.

NAPA Response: Yes, NAPA will provide a digital and a hard copy of the Physical address, phone number, and point of contact for all of NAPA's 58 registered locations in West Virginia that will be providing parts and service to The State of West Virginia.



NAPA Response to Request for Quotation #MVPRT14

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

NAPA Response: NAPA agrees with the above section.

3.1.5. Manufacturer direct and Dealer parts only: Parts that are only available through the manufacturer or dealer are excluded from this contract and shall be purchased through the proper procurement method or any subsequent genuine OEM replacement parts contract. It is the intent of this contract to supply NON-OEM or Aftermarket parts suitable of meeting the demands of the agency while providing the quality of an OEM part for each application.

NAPA Response: NAPA agrees with and understands the above section.



C. NAPA Response to Contract Award, Discount Percentage, Catalog:

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1. Contract Award: The Contracts are intended to provide all state agencies with a discounted price on all Eligible Items. These contracts shall be awarded to multiple vendors by district as defined by the WVDOH district map attached hereto as Exhibit B. The Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages for a particular district will receive a contract for that district.

If the bidder determined to be the lowest responsible bidder in a district bid "or equal" items, that bidder will be required to submit documentation illustrating the item bid on the vendor's pricing pages is equal to or exceeds OEM Specifications prior to contract award. Each item will be chosen at random by the Purchasing Division. Failure to submit appropriate OEM Specifications within seven business days following the request will result in disqualification of Vendor's bid.

NAPA Response: NAPA agrees with the above statement. NAPA also agrees to supply documentation illustrating that the items in the catalog meets or exceeds OEM specifications within seven (7) business days.

4.2. Pricing Pages: Vendor should complete the Pricing Pages by filling in the "Or Equivalent Part Number," "Catalog Price," "Units Provided for Catalog Price," "Discount Unit Price," "Discount Percentage" "Item Total Cost," and "Total Bid Cost" cells. Failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of these Contracts or any individual item is guaranteed or implied.

NAPA Response: NAPA will comply with filling out the pages in their entirety. NAPA will include a completed hard copy and an electronic copy of the pricing pages.



NAPA Response to Request for Quotation #MVPRT14

- 4.3. **Categories:** There are seventeen (17) categories found under the "Category Description" section of the pricing pages. From each category, one part (under the part description column) has been designated for evaluation purposes only. Vendors will provide the catalog price, units provided for catalog price and corresponding discount percentage for each part in its respective category.

NAPA Response: It is understood that the part numbers designated in the pricing sheets are for evaluation purposes only and NAPA agrees to provide the catalog price and corresponding discount percentage for each part in its respective category. In the event an OE part number within a category is not available through the automotive aftermarket as supported in section 3.1.5, NAPA will use "NA" in the "Or Equivalent Part Number" column to designate that the part is "Not Available" as shown below. NAPA will show the discount percentage off the already reduced Catalog price within that category to stay in compliance with section 4.2; however, NAPA would like to encourage The State of West Virginia to agree that this scenario would give an unfair basis to judge the pricing in a category and the discount percentage is only relevant based on the catalog price it is discounting from.

Exhibit A - District 1
Kanawha, Putnam, Clay, Mason and Boone

Contract Number: MVPRT14

Vendor: NAPA Auto Parts

Representative:

Jason Cooper

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BKT65850	7565	1 Ea.	\$97.61	1	\$97.61	10.00%	\$87.85	1	\$87.85
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BP930793	1 Ass.							

NOTE: All cells are filled in compliance with section 4.2.



NAPA Response to Request for Quotation #MVPRT14

4.4. Discount Percentage: Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. This discount percentage shall be applied to all items within the given category and shall remain firm for the life of the contract. The resulting Discounted Unit Price shall be the price the agency pays for each Eligible Item purchased from the given category under these Contracts.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentages and subsequent Discounted Unit Prices derived from these discounts must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The agency shall only pay the appropriate Discounted Unit Price for items purchased under these Contracts.

NAPA Response: NAPA agrees to quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. NAPA will apply said discount percentage to all items within the given category and shall remain firm for the life of the contract or otherwise stated in section 5.2. NAPA will set the discount percentage off the aggressive price catalog of our “**Jobber Blue Sheet**” pricing. NAPA will also agree to reconcile any discrepancies in accordance with section 6.1.2 “A”. NAPA agrees that the discount provided will take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately.



NAPA Response to Request for Quotation #MVPRT14

4.5. Additional Pick-up Discount Percentage: It is the intent of this contract to have the prices inclusive of delivery. There will be instances where agencies would rather pick-up an eligible item than have it delivered. As such, an "Additional Pick-up Discount Percent" cell has been created to provide an additional discount for pick-up pricing. If offered, vendors should place a percentage that will provide an additional discount for pick-up, in the "Additional Pick-up Discount Percent" cell. For evaluation purposes, it is estimated that 50% of the time, agencies will pick-up items at the vendor's location. Accordingly, the "Additional Pick-up Discount" cell has been weighted to reduce the vendor's additional pick-up discount percentage by 50%.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@wv.gov.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

NAPA Response: NAPA will not be providing any additional pick-up percentage. NAPA is excluding The State of West Virginia from standard delivery fees.



D. NAPA Response to Catalog:

5. Catalog:

5.1. Submission. Vendor must submit its Catalogs for evaluation purposes prior to award. Vendor shall also mail the Catalogs free of charge to any Agency desiring to use these Contracts. Copies of the Catalogs may be requested in an electronic format and should be provided in that format if possible. Vendor Catalogs will be used by the agencies to order Eligible Items under these Contracts.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Purchasing Division buyer for evaluation purposes may correct the Pricing Pages.

<p>NAPA Response: NAPA agrees to submit our Catalog for evaluation purposes prior to award. We also agree to mail the Catalogs free of charge to any Agency desiring to use these Contracts. NAPA will agree to provide Catalog in any format requested.</p>



NAPA Response to Request for Quotation #MVPRT14

5.2. Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Vendor may ask for a price increase at contract renewal time only. Pass through costs only will be accepted at the discretion of the WV Purchasing Division. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, District quantity usage of those items, and total spent by the District on those items; (2) any Eligible items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under these Contracts and prices for those items shall remain unchanged during the term of the Contracts.

NAPA Response: NAPA understands and agrees to these terms



NAPA Response to Request for Quotation #MVPRT14



E. NAPA Response to Ordering and Payment:

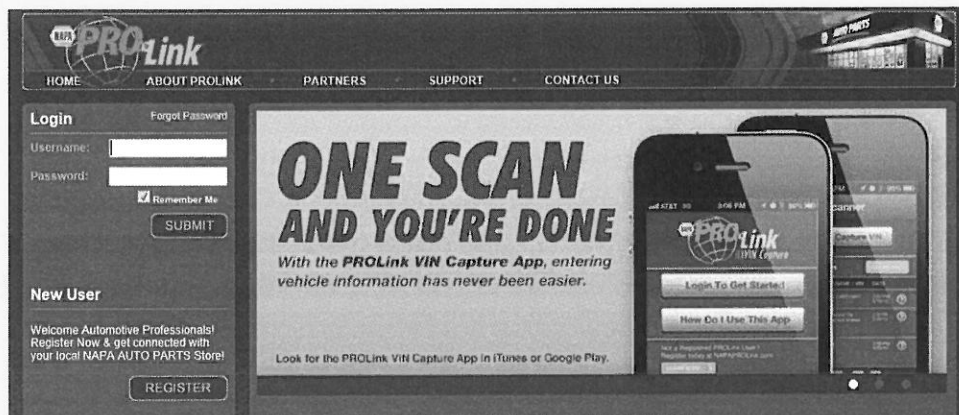
6. Ordering and Payment:

6.1. Ordering:

6.1.1. Vendor Responsibilities: Vendor shall accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Vendor may, but is not required, to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under these Contracts, to allow the Purchasing Division to ensure that the requirements of the Contracts are being met.

NAPA Response: NAPA agrees to accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Any State Agency, using this contract, will have access to our NAPA ProLink on-line ordering system. NAPA ProLink is secured with a user name and password for an unlimited number of users per account. The pricing will match the catalog pricing.





NAPA Response to Request for Quotation #MVPRT14



6.1.2. Agency Responsibilities:

A. Prior to Order:

Agencies must reconcile the list price, found in vendors catalog, to the agreed contract discount price. (Example: If a solenoid has a list price of \$100.00, and the discount percentage is 5%, the price to the agency would be \$95.00. The cost to the Agency is found by multiplying the list price (\$100.00) by the discount percentage (.05) and subtracting from the list price (\$100.00). This tabulation may be handwritten but must be included.

NAPA Response: NAPA understands the above statement.

B. Ordering Procedure:

Spending units shall issue a written state contract order (form number WV-39) to the vendor for commodities covered under this contract. The spending unit shall indicate on the face of the WV -39 if paying with a P-Card. Also, the Agency shall state on the WV- 39 if the items are for Pick-up or Delivery. The spending unit shall attach a copy of the remittance and tabulations to the WV-39. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

Orders shall be placed directly with vendor in a manner prescribed by the Agency, and not directly with the parts manufacturer. Pricing must be verified in accordance with the above prior to each order. Additionally, invoices must match the WV-39 and multiple items should be listed separately.

NAPA Response: NAPA understands the above statement.



NAPA Response to Request for Quotation #MVPRT14

- C. **Pick-up orders:** For pick up orders only; agencies may utilize the nearest vendor based on geographic location, awarded a district contract under this RFQ, even if that vendor is in a different district than the location of the ordering agency. To do so, Agencies will utilize Google maps to establish the distance from the repair facility to the addresses listed in this contract. Ordering procedures contained in Section 6.1.2 subsections 'A' and 'B' remain in effect.

NAPA Response: NAPA understands the above statement.

- 6.2. **Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. The Agency will not pay any fees associated with accepting the West Virginia Purchasing Card. Payment in advance is not permitted under the Contracts.

NAPA Response: NAPA can “manually” enter the discount percentage given to The State of West Virginia on the invoice copy but will ensure that the price stated on the invoice will match the “Discount Price Catalog” provided to the state as stated in section 5.1. We ask that if the discount percentage is left off the invoice, we may have the opportunity to make a correction. NAPA agrees to accept payment via the West Virginia Purchasing Card.



F. NAPA Response to Delivery and Return

7. DELIVERY AND RETURN:

7.1. **Delivery Time and Place:** Vendor shall deliver standard orders within three (3) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency locations throughout the District. Delivery locations FOB destination.

NAPA Response: NAPA will deliver standard orders within three (3) working days after order is received. There will be no minimum delivery requirement for The State of West Virginia.

7.2. **Pick-up:** Upon the agency's notification to the vendor; standard, non-special order items, shall be made available for pick up at the vendor's nearest location within twenty-four (24) hours.

NAPA Response: NAPA will make items available for pick-up within twenty-four (24) hours notice.

7.3. **Late Delivery:** The District placing the order under these Contracts must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a lower priority vendor.

NAPA Response: NAPA will notify the District placing the order in writing in the event of an order that is delayed for any reason. It is also understood that if the delay causes harm to the agency, the agency may obtain item from a lower priority vendor.



NAPA Response to Request for Quotation #MVPRT14

- 7.4. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the District delivery locations. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the agency separately for such delivery. The agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

NAPA Response: NAPA will agree to charge delivery only on "Emergency Orders" and provide the invoice containing freight attached to a separate bill for the item. All other regular orders will be priced F.O.B. as the State of West Virginia has asked.

- 7.5. Return of Unacceptable Items:** Items that the District deem unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the District to arrange for the return and reimburse the District for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the District with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. District delivery location. The returned product shall either be replaced, or the District shall receive a full credit or refund for the purchase price, at the District's discretion.

NAPA Response: NAPA agrees to refund items that a District deems "Unacceptable". NAPA will accept the responsibility of obtaining necessary packaging for return.

- 7.6. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

NAPA Response: NAPA agrees to waive any restocking fees on items in resalable condition. NAPA also agrees to only charge a 5% restock fee on items deemed not in resalable condition.



NAPA Response to Request for Quotation #MVPRT14



G. NAPA Response to Miscellaneous:

8. MISCELLANEOUS:

8.1. No Substitutions: Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described previously. Vendor shall not supply substitute items.

NAPA Response: NAPA will supply only the Eligible product lines contained in the Catalog provided by NAPA.

8.2. Vendor Supply: Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

NAPA Response: NAPA has over \$35 Million dollars in inventory across the state ready to service The State of West Virginia. NAPA is the industry leader in availability for Automotive, Heavy Truck, Agricultural, and Industrial parts.



NAPA Response to Request for Quotation #MVPRT14

8.3. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of the Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of the Contract.

NAPA Response: NAPA will provide Quarterly and Annual reports pertaining to The State of West Virginia Contract. We can provide you with digital and/or hard copies of the information stated in section 8.3. "1. Agency's items purchased, 2. Quantities of items purchased, and 3. Total dollar value of the items purchased."

HARD COPY EXAMPLE:

09/01/2013 10:36 PM S A L E S B Y P A R T # - B Y C U S
600008016 - 016 Virginia Street Accounting Day - 2

Part Number	Grp Description	Customer Number	Invoice	Date	AD	Emp	Sls Rep	Q	So	-- Extend Price
Line : BEL 700153	0 Spark Plug	0	725127	09/01/2013	1	133	58	1.00		29.99
Line Total										29.99
Line : BK 8131235	780 BRAKE LINE	0	725133	09/01/2013	1	133	58	2.00		
Line Total										16.98
Line : CAL SE5264A	30 REMAN BRAKE	0	725133	09/01/2013	1	133	58			
	30 Core Deposi									

Annotations:

- 1. Item Purchased (points to Line 700153)
- 2. Shows Quantity of Item Purchased (points to Q column)
- 3. Value of Item (points to Extend Price column)



NAPA Response to Request for Quotation #MVPRT14

8.4. Cooperative Contracts: Notwithstanding anything contained herein to the contrary, the Purchasing Division reserves the right to not make an award under this solicitation and to utilize the bids, as described in West Virginia Code 5A-3-19(a), to evaluate the potential use of one or more cooperative contracts to obtain the items requested in this solicitation. If the Purchasing Division determines that the use of one or more cooperative contracts is warranted, then the Purchasing Division may cancel this solicitation and obtain the requested items from those cooperative contracts.

NAPA Response: NAPA understands the above statement.

8.5. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

NAPA Response: The Primary Contract Manager NAPA has assigned is:

Contract Manager:	Jason Cooper
Telephone Number:	304-759-3315
Fax Number:	304-755-9140
Email Address:	Jason_Cooper@genpt.com



NAPA Response to Request for Quotation #MVPRT14



**Proposal by Genuine Parts Company in response to: State of West Virginia RFQ
Solicitation Number: MVPRT14**

LIST OF EXCEPTIONS

Please note that all requested changes/comments are open for discussion/negotiation.

Section 35, Page 12

Vendor request is to please delete the language in this section and replace with the following:

Vendor shall pass through to the State of West Virginia all available warranty benefits from the applicable manufacturer for all products sold to the State of West Virginia hereunder. Vendor is primarily a distributor of products manufactured by other companies. As such, Vendor generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Vendor, itself, makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED for the products sold hereunder. Any product warranty extended to the State of West Virginia is that of the manufacturer, and not that of Vendor. Vendor shall assist the State of West Virginia with claims by the State of West Virginia against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.

Section 46, Page 14

As Vendor does not indemnify its customers for the actions of third parties as Vendor does not have any control over such parties, Vendor requests to only indemnify the State of West Virginia for acts within its control such as its own negligent acts or omissions or willful misconduct. Thus, please revise subsection (1) so that it reads: Any reasonable claims or losses for the negligent acts or omissions or willful misconduct of Vendor hereunder;

Vendor request is to please insert the word 'reasonable' prior to the phrase 'claims or losses' in subsection (2).

Vendor request is to please make indemnification mutual.

Vendor request is to please add the following limitation of liability language at the end of this section:

NEITHER VENDOR NOR THE STATE OF WEST VIRGINIA SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF



NAPA Response to Request for Quotation #MVPRT14

BUSINESS), WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THIS CONTRACT.

Section 47, Page 15

Vendor believes the definition of "related party" (set out below) is extremely broad. Vendor cannot guarantee that all "related entities" such as independent NAPA Auto Parts Store Owners do not owe a debt in excess of \$1,000. GPC is aware of one potential related entity in particular, Morgan Auto Parts, which owes the State of West Virginia a debt in excess of \$1,000.

One potential solution is to carve Morgan Auto Parts and their stores from the purchasing affidavit. If Vendor would be allowed to make an exception for Morgan Auto Parts and their stores, Vendor would be able to agree to this Section.

Section 52, Page 16

Vendor request is to please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying steel products for a State Contract Project.

Section 53, Page 17

Please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying items containing aluminum, glass or steel products for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works.



NAPA Response to Request for Quotation #MVPRT14

**Independent NAPA Auto Parts Store Owner Agreement
For Parts and Parts Related Services**

State of West Virginia RFQ Solicitation MVPRT14

September 2013

THE STATE OF WEST VIRGINIA and Genuine Parts Company ("GPC") have entered into that certain Contract on or around September __, 2013 (the "Contract"). In connection therewith, _____, a _____ (the "Independent NAPA Auto Parts Store Owner") may from time to time provide automotive parts and other parts related services to THE STATE OF WEST VIRGINIA.

This Independent NAPA Auto Parts Store Owner Agreement will identify the responsibilities of the Independent NAPA Auto Parts Store Owner for the Independent Owner Services provided by the Independent Owner in connection with the Contract resulting from the RFQ response by GPC. Now, therefore, Independent NAPA Auto Parts Store Owner hereby agrees to the terms and conditions set forth below:

1. PROFESSIONAL SERVICES.

Independent NAPA Auto Parts Store Owner warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and with all applicable laws, regulations, and industry standards.

2. INDEMNIFICATION. The Independent NAPA Auto Parts Store Owner agrees to indemnify, defend, and hold harmless THE STATE OF WEST VIRGINIA and the Agency, their officers, and employees from and against: (1) the negligent acts or willful misconduct of the Independent NAPA Auto Parts Store Owner; (2) Any claims or losses resulting to any person or entity injured or damaged by the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition or any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes, or regulations; and (3) Any failure of the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3. LIMITATION OF LIABILITY. Except for its indemnity obligations, in no event shall THE STATE OF WEST VIRGINIA be liable for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including, without limitation, lost goodwill, lost profits, cost to procure substitute products, or impairment of other goods, whether arising out of breach of any express or implied warranty, breach of contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen.

4. TERM AND TERMINATION. The term of this Agreement shall commence on the award date as per THE STATE OF WEST VIRGINIA, _____ (the "Effective Date") and shall continue until terminated by GPC or THE STATE OF WEST VIRGINIA in accordance with the contract resulting in a successful quote on behalf of the Independent NAPA Auto Parts Store Owner. Section 3, CONTRACT TERM; RENEWAL; EXTENSION:" documents THE STATE OF WEST VIRGINIA's direction on the



NAPA Response to Request for Quotation #MVPRT14

Initial Contract Term, the Reasonable Time Extension, and Release Order Limitations. Neither Independent NAPA Auto Parts Store Owner nor THE STATE OF WEST VIRGINIA will be liable to the other for damages arising out of proper termination of the Agreement in accordance with the provisions of this Section. The obligation of THE STATE OF WEST VIRGINIA to pay undisputed amounts due and owing for Services completed hereunder prior to the date of termination and expenses incurred in accordance with this agreement prior to such date shall survive termination.

5. BENEFICIARIES OF INDEPENDENT OWNER AGREEMENT. Independent NAPA Auto Parts Store Owner expressly acknowledges and agrees that "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from the Contract are, and shall be, direct beneficiaries of the Contract, thereby allowing "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchased from the Contract to enforce their rights and remedies against an Independent NAPA Auto Parts Store Owner directly as if "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract had signed this Independent Owner Agreement themselves.

6. PRICING. THE STATE OF WEST VIRGINIA DICTATES THAT PRICING WILL REMAIN FIRM FOR THE LENGTH OF THE CONTRACT (See Section 6, Page 7 in the Contract). Therefore, Independent NAPA Auto Parts Store Owner agrees to sell "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract at the nationally supported price profile of 19965. This profile price will represent a ceiling price that Independent Owner will not exceed. Independent Owner may charge under the price for any given part classified as part of the normal product offered from Genuine Parts Company, but not above the profile price. In addition, Independent Owner agrees to follow the express written and oral direction as set forth by NAPA Charleston in regards to increasing discount percentages on a Category and Group Code basis. The direction provided by NAPA Charleston has the sole aim to ensure that the Independent Owner's store(s) remain in compliance with this section. The Independent NAPA Auto Parts Store Owner understands and agrees that the DC will have the capability to bill back any discrepancies brought forth by the State.

7. REGISTRATION. Prior to performing any Independent Owner Services, Independent NAPA Auto Parts Store Owner must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable (See Section 14, Page 10 in the Contract).

8. TAXES. Independent NAPA Auto Parts Store Owner shall pay any applicable sales, use, personal property or any other taxes arising out of the Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes (See Section 23, Page 11 in the Contract).

9. COMPLIANCE. Independent NAPA Auto Parts Store Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances, including and not limited to the payment of all taxes due The State of West Virginia in accordance with all applicable federal, state, and local laws, regulations and ordinances. By signing this Independent NAPA Auto Parts Store Owner Agreement, Independent NAPA Auto Parts Store Owner acknowledges that they have reviewed, understand, and will comply with all applicable laws (See Section 28, Page 11 in the Contract).

10. PURCHASING AFFIDAVIT. In accordance with West Virginia Code §5A-3-10a, all Independent NAPA Auto Parts Store Owners are required to sign, notarize and submit the Purchasing Affidavit (which



NAPA Response to Request for Quotation #MVPRT14

will be provided to the Independent Owner) stating that the Independent Owner does not owe a debt to the State of West Virginia in excess of \$1,000 (See Section 47, page 15 in the Contract).

11. SEPARATE LIABILITIES. The Independent NAPA Auto Parts Store Owner shall be independently responsible for complying with the terms and conditions of this agreement. Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC does not manage, control, own or operate the Independent NAPA Auto Parts Store Owner. Furthermore, Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC is not a guarantor of the Independent NAPA Auto Parts Store Owner, and GPC is not responsible for the liabilities, debts, duties and obligations of the Independent Owner.

IN WITNESS WHEREOF, Independent NAPA Auto Parts Store Owner has caused this Agreement to be executed by its duly authorized corporate officers or agents as of the date first written above. Execution by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

INDEPENDENT NAPA AUTO PARTS STORE OWNER

Signature Date

Name and Title of Signer
(Type or Print)

INDEPENDENT NAPA AUTO PARTS STORE OWNER INFORMATION

Legal Status: Corporation Partnership Sole Proprietor

Independent Owner Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Contact Name: _____

Email Address: _____

Federal Tax ID #: _____

Exhibit A - District 1
Kanawha, Putnam, Clay, Mason and Boone

Contract Number: MVPRT14

Vendor: NAPA Auto Parts

Representative:

Jason Cooper

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC3Z-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	Wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
											Additional Pick-up Discount Percentage	0.00%
											Total Bid Cost	\$6,688.47

Exhibit A - District 2
Cabell, Lincoln, Logan, Mingo and Wayne

Contract Number: 7013C001

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC3Z-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	Wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
										Additional Pick-up Discount Percentage		0.00%
											Total Bid Cost	\$6,688.47

Exhibit A - District 3

Contract Number: 7013C001

Wood, Wirt, Ritchie, Pleasants, Jackson, Roane and Calhoun

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC3Z-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	Wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
										Additional Pick-up Discount Percentage	0.00%	
										Total Bid Cost	\$6,688.47	

Exhibit A - District 4

Contract Number: 7013C001

Harrison, Doddridge, Marion, Taylor, Monongalia and Preston

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC3Z-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	wiper blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
Additional Pick-up Discount Percentage											0.00%	
Total Bid Cost											\$6,688.47	

Exhibit A - District 5
Contract Number: 7013C001
Mineral, Grant, Hardy, Hampshire, Morgan, Berkeley and Jefferson
Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC3Z-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	Wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
Additional Pick-up Discount Percentage											0.00%	
Total Bid Cost											\$6,688.47	

Exhibit A - District 6

Contract Number: 7013C001

Marshall, Tyler, Wetzell, Ohio, Brooke and Hancock

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC3Z-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	Wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
Additional Pick-up Discount Percentage											0.00%	
Total Bid Cost											\$6,688.47	

Lewis, Upshur, Barbour, Gilmer, Braxton and Webster

Vendor: NAPA Auto Parts

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC32-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	Wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
										Additional Pick-up Discount Percentage		0.00%
Total Bid Cost											\$6,688.47	

Contract Number: 7013C001

Representative: Jason Cooper

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC32-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	Wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
										Additional Pick-up Discount Percentage	0.00%	
Total Bid Cost											\$6,688.47	

Greenbrier, Monroe, Summers, Fayette and Nicholas

Vendor: NAPA Auto Parts

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC32-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
										Additional Pick-up Discount Percentage		0.00%
Total Bid Cost											\$6,688.47	

Exhibit A - District 10
Mercer, McDowell, Wyoming and Raleigh

Contract Number: 7013C001

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: Ford

Vehicle Model: F-350

Vehicle Engine: 6.2 V8

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$100.68	1	\$100.68	10.00%	\$90.61	5	\$453.06
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Assy.	\$546.49	1	\$546.49	11.00%	\$486.38	5	\$2,431.88
5	Belts and Hoses	Serpentine Belt	BC3Z-8620-A	25061058	1 Ea.	\$27.73	1	\$27.73	8.00%	\$25.51	10	\$255.12
6	Brakes	Front Brake Pads	BRSD-1333	SS7974M	1 Set	\$34.33	1	\$34.33	5.00%	\$32.61	25	\$815.34
7	Electrical and Ignition	Spark Plug	CYFS-12-FP	XP5363	1 Ea.	\$5.59	1	\$5.59	10.00%	\$5.03	30	\$150.93
8	Emissions & Exhaust	Muffler	BC3Z-5230-A	17557	1 Ea.	\$155.20	1	\$155.20	3.00%	\$150.54	5	\$752.72
9	Engine & Drive Train	U-Joint	BC3Z-4635-B	5-801X	1 Ea.	\$29.78	1	\$29.78	5.00%	\$28.29	5	\$141.46
10	Filters, Oil, Gas, Air, and Trans	Oil Filter	F1AZ-6731-BE	1372MP	1 Ea.	\$5.78	1	\$5.78	50.00%	\$2.89	50	\$144.50
11	Gaskets And Seals	Oil Drain Plug Gasket	F75Z-6734-AA	704-3005	1 Ea.	\$0.79	1	\$0.79	4.00%	\$0.76	5	\$3.79
12	Heating and Cooling	Thermostat	AL3Z-8575-A	555090	1 Ea.	\$10.58	1	\$10.58	3.00%	\$10.26	10	\$102.63
13	Lighting and Mirrors	Brake light Bulb	9T4Z-13466-A	3157	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
14	Oils, Lubricants & Fluids	Brake Fluid	PM1C	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
15	Pumps, Fuel and Water	Water Pump	AL3Z-8501-A	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
16	Suspension, Shocks, Struts, Steering	Right Rear Shock	BC3Z-18125-S	76687	1 Ea.	\$46.87	1	\$46.87	7.00%	\$43.59	6	\$261.53
17	Wipers / Washers	Wiper Blade (Driver Side)	2U2Z-17528-KA	60022	1 Ea.	\$8.49	1	\$8.49	5.00%	\$8.07	50	\$403.28
18	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
											Additional Pick-up Discount Percentage	0.00%
											Total Bid Cost	\$6,688.47

Exhibit A - District 1

Contract Number: MVPRT14

Kanawha, Putnam, Clay, Mason and Boone

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: JEEP

Vehicle Model: Grand Cherokee

Vehicle Engine: 3.6 L V6

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
Additional Pick-up Discount Percentage											0.00%	
Total Bid Cost											\$4,537.55	

Exhibit A - District 2

Contract Number: 7013C001

Cabell, Lincoln, Logan, Mingo and Wayne

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: JEEP

Vehicle Model: Grand Cherokee

Vehicle Engine: 3.6 L V

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
Additional Pick-up Discount Percentage											0.00%	
Total Bid Cost											\$4,537.55	

Wood, Wirt, Ritchie, Pleasants, Jackson, Roane and Calhoun

Vendor: NAPA Auto Parts

Vehicle Year: 2011

Vehicle Make: JEEP

Vehicle Model: Grand Cherokee

Vehicle Engine: 3.6 L V

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
										Additional Pick-up Discount Percentage	0.00%	
											Total Bid Cost	\$4,537.55

Exhibit A - District 4

Contract Number: 7013C001

Harrison, Doddridge, Marion, Taylor, Monongalia and Preston

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: JEEP

Vehicle Model: Grand Cherokee

Vehicle Engine: 3.6 L V

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
Additional Pick-up Discount Percentage											0.00%	
Total Bid Cost											\$4,537.55	

Mineral, Grant, Hardy, Hampshire, Morgan, Berkeley and Jefferson

Vendor: NAPA Auto Parts

Vehicle Year:	2011	Vehicle Make:	JEEP	Vehicle Model:	Grand Cherokee	Vehicle Engine:	3.6 L V
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Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
										Additional Pick-up Discount Percentage		0.00%
Total Bid Cost											\$4,537.55	

Exhibit A - District 6
Contract Number: 7013C001
Marshall, Tyler, Wetzell, Ohio, Brooke and Hancock
Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: JEEP

Vehicle Model: Grand Cherokee

Vehicle Engine: 3.6 L V

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost	
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00	
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00	
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00	
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15	
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23	
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18	
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76	
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00	
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00	
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00	
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94	
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95	
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25	
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00	
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51	
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54	
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05	
											Additional Pick-up Discount Percentage		0.00%
											Total Bid Cost		\$4,537.55

Exhibit A - District 7
Contract Number: 7013C001
Lewis, Upshur, Barbour, Gilmer, Braxton and Webster
Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: JEEP

Vehicle Model: Grand Cherokee

Vehicle Engine: 3.6 L V

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
											Additional Pick-up Discount Percentage	0.00%
											Total Bid Cost	\$4,537.55

Randolph, Tucker, Pocahontas and Pendleton

Vendor: NAPA Auto Parts

Vehicle Year:	2011	Vehicle Make:	JEEP	Vehicle Model:	Grand Cherokee	Vehicle Engine:	3.6 L V
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Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05
										Additional Pick-up Discount Percentage		0.00%
Total Bid Cost											\$4,537.55	

Greenbrier, Monroe, Summers, Fayette and Nicholas

Contract Number: 7013C001

Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: JEEP

Vehicle Model: Grand Cherokee

Vehicle Engine: 3.6 L V

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost	
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00	
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00	
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00	
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15	
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23	
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18	
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76	
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00	
9	Filters, Oil, Gas, Air, and Trans	Oil Filter	68079744AB	7526	1 Ea.	\$5.48	1	\$5.48	50.00%	\$2.74	50	\$137.00	
10	Gaskets And Seals	Water Pump Gasket	68087340AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00	
11	Heating and Cooling	Thermostat	5184651AF	449203	1 Ea.	\$15.87	1	\$15.87	3.00%	\$15.39	10	\$153.94	
12	Lighting and Mirrors	Brake light Bulb	L0003057	3057	1 Ea.	\$0.74	1	\$0.74	3.00%	\$0.72	25	\$17.95	
13	Oils, Lubricants & Fluids	Brake Fluid	4318081AB	35032	1 Qt.	\$5.95	1	\$5.95	5.00%	\$5.65	100	\$565.25	
14	Pumps, Fuel and Water	Water Pump	5184498AI	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00	
15	Suspension, Shocks, Struts, Steering	Right Rear Shock	68069671AC	911304	1 Ea.	\$75.36	1	\$75.36	7.00%	\$70.08	6	\$420.51	
16	Wipers / Washers	Wiper Blade (Driver Side)	68079859AA	60022	1 Ea.	\$8.49	1	\$8.49	8.00%	\$7.81	50	\$390.54	
17	Winter Accessories	Washer Fluid	5139803AA	MINUS20	1 Gal.	\$1.99	1	\$1.99	5.00%	\$1.89	100	\$189.05	
											Additional Pick-up Discount Percentage		0.00%
												Total Bid Cost	\$4,537.55

Exhibit A - District 10
Contract Number: 7013C001
Mercer, McDowell, Wyoming and Raleigh
Vendor: NAPA Auto Parts

Representative: Jason Cooper

Vehicle Year: 2011

Vehicle Make: JEEP

Vehicle Model: Grand Cherokee

Vehicle Engine: 3.6 L V

Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	68021637AF	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	RL801779AG	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	52124767AC	NA	1 Assy.	\$0.00	1	\$0.00	11.00%	\$0.00	5	\$0.00
4	Belts and Hoses	Serpentine Belt	5184646AC	25060763	1 Ea.	\$25.56	1	\$25.56	8.00%	\$23.52	10	\$235.15
5	Brakes	Front Brake Pads	68052369AA	SS8655X	1 Set	\$54.62	1	\$54.62	5.00%	\$51.89	25	\$1,297.23
6	Electrical and Ignition	Spark Plug	SP149125AD	9407	1 Ea.	\$5.84	1	\$5.84	8.00%	\$5.37	30	\$161.18
7	Emissions & Exhaust	Muffler	5147360AC	54788	1 Ea.	\$199.95	1	\$199.95	3.00%	\$193.95	5	\$969.76
8	Engine & Drive Train	Pinion Seal	4862634AA	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	5	\$0.00
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										Additional Pick-up Discount Percentage		0.00%
										Total Bid Cost		\$4,537.55

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked:
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. ☒ Application is made for 2.5% resident vendor preference for the reason checked:
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked:
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Genuine Parts Company, d/b/a
NAPA

Signed: [Signature]

Date: 10-15-2013

Title: V.P. Major Accounts

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. MVPR14

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

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EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

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"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Genuine Parts Company, dba NAPA

Authorized Signature: [Signature] Date: 10/15/13

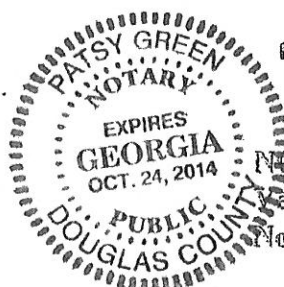
State of Georgia

County of Cobb, to-wit:

Taken, subscribed, and sworn to before me this 15th day of October, 2013

My Commission expires 10-24, 2014.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)

NOTE:

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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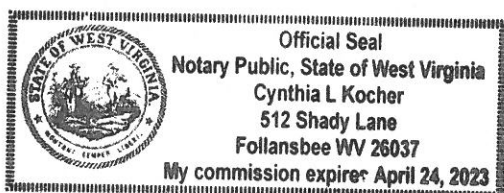
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: E & R Morgan, Inc. dba NAPA Auto Parts Vendor #927124148Authorized Signature: Raph E Morgan Date: 09-06-13State of West VirginiaCounty of Marshall, to-wit:Taken, subscribed, and sworn to before me this 9th day of September, 2013My Commission expires Cynthia L. Kocher 04-24-2023, 20 **AFFIX SEAL HERE****NOTARY PUBLIC**Cynthia L. Kocher

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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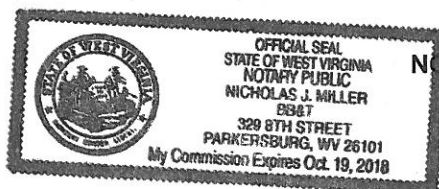
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Parts Supply Alliance, Inc.Authorized Signature: Bethany Adams Date: 9/6/13State of WVCounty of JACKSON, to-wit:Taken, subscribed, and sworn to before me this 6th day of September, 2013.My Commission expires October 19, 2018, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Coal City Auto + Truck Parts Co INCAuthorized Signature: [Signature] Date: 9/6/13State of WVCounty of Mingo, to-wit:Taken, subscribed, and sworn to before me this 6th day of Sept., 2013My Commission expires July 23, 2020

NOTARY PUBLIC

[Signature]

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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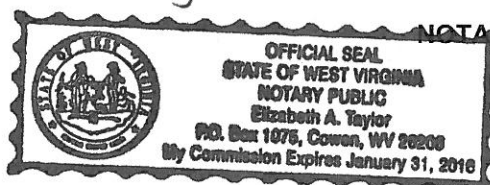
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Cowen NAPA, Inc.Authorized Signature: Wilford L. Brown Date: 9-6-13State of West VirginiaCounty of Webster, to-wit:Taken, subscribed, and sworn to before me this 6th day of September, 2013.My Commission expires January 13, 2016, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC

Elizabeth A Taylor Brown

Purchasing Affidavit (Revised 07/01/2012)

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Sutton Auto Parts IncAuthorized Signature: George J. Linder Date: 09-09-2013State of West VirginiaCounty of Braxton, to-wit:Taken, subscribed, and sworn to before me this 9th day of September, 2013.My Commission expires August 6, 2019.

NOTARY PUBLIC

James H. Stewart

Purchasing Affidavit (Revised 07/01/2012)

AFFIX SEAL HERE

Notary Seal
Notary Public, State of West Virginia
James H. Stewart
418 Parkway
Sutton, WV 26601
My commission expires August 6, 2019

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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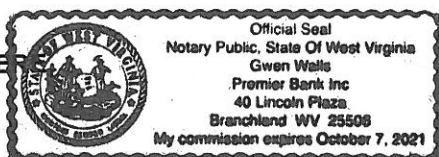
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"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Lincoln Auto PartsAuthorized Signature: [Signature] Date: 9-9-13State of WVCounty of Lincoln, to-wit:Taken, subscribed, and sworn to before me this 9th day of Sept., 2013.My Commission expires 10-07, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Gwen Walls

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

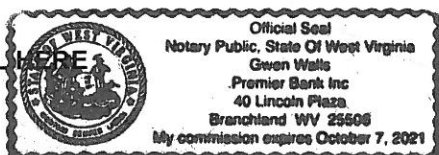
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Whites NAPAAuthorized Signature: John Whites Date: 9-9-13State of WVCounty of Lincoln, to-wit:Taken, subscribed, and sworn to before me this 9th day of Sept, 2013.My Commission expires 10-07-21, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Gwen Walls

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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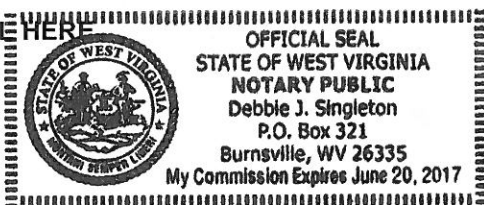
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AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Burnsville Auto PartsAuthorized Signature: [Signature] Date: 9. 9 / 13State of West VirginiaCounty of Braxton, to-wit:Taken, subscribed, and sworn to before me this 9th day of September, 2013.My Commission expires JUNE 20th, 2017.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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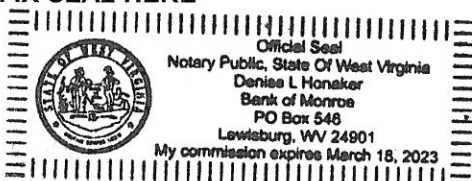
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: WILSON BROTHERS INCORPORATEDAuthorized Signature: [Signature] Date: 9-6-13State of WVCounty of Gor., to-wit:Taken, subscribed, and sworn to before me this 6th day of Sept., 2013.My Commission expires March 18, 2023**AFFIX SEAL HERE****NOTARY PUBLIC**[Signature]

Purchasing Affidavit (Revised 07/01/2012)



STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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DEFINITIONS:

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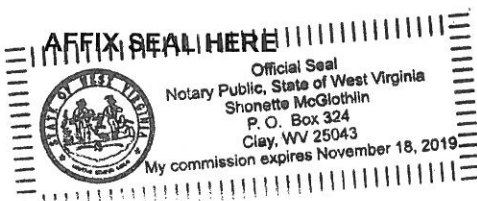
AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Pennington's Auto Supply IncAuthorized Signature: Robert P. [Signature] Date: 9-9-2013State of West VirginiaCounty of Clay, to-wit:Taken, subscribed, and sworn to before me this 9th day of September, 2013.My Commission expires Nov. 18, 2019.

NOTARY PUBLIC

Shonette McGlothlin

Purchasing Affidavit (Revised 07/01/2012)



STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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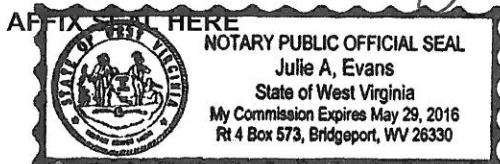
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: AMTOWER AUTO SUPPLY, INC. dba NAPA AUTO & TRUCK PARTSAuthorized Signature: [Signature] Date: 9/10/13State of West VirginiaCounty of Harrison, to-wit:Taken, subscribed, and sworn to before me this 10 day of September, 2013My Commission expires May 29, 2016

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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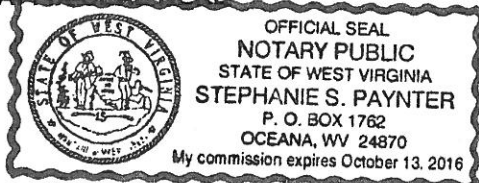
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Hometown Auto Parts IncAuthorized Signature: Frankie Ryn Date: 9-10-13State of West VirginiaCounty of Wyoming, to-wit:Taken, subscribed, and sworn to before me this 10 day of September, 2013.My Commission expires October 13, 2016.

AFFIX SEAL HERE



NOTARY PUBLIC

Stephanie S. Paynter

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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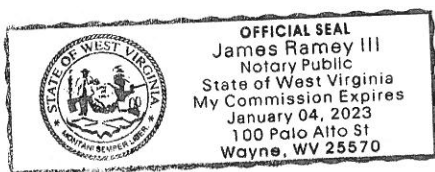
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: NE J Auto Parts LLCAuthorized Signature: James Blankenship Date: 9-19-13State of WVCounty of Wayne, to-wit:Taken, subscribed, and sworn to before me this 19 day of Sept., 2013My Commission expires Jan, 4, 2023, 20 .**AFFIX SEAL HERE****NOTARY PUBLIC**

Purchasing Affidavit (Revised 07/01/2012)

RFQ No. WVPR14STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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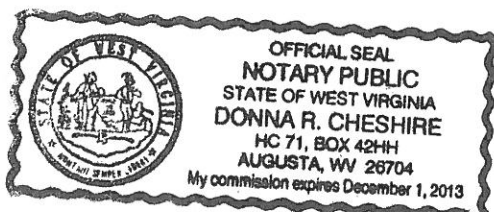
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: MT TOP TRUCK Stop IncAuthorized Signature: [Signature]Date: 9-6-13State of West VirginiaCounty of Hampshire, to-wit:Taken, subscribed, and sworn to before me this 6th day of September, 2013.My Commission expires December 1, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Donna R. Cheshire

Purchasing Affidavit (Revised 07/01/2012)

**NOTE:**

Vendor and Notary's date must be the same.

Notary required to AFFIX SEAL on Purchasing Affidavit.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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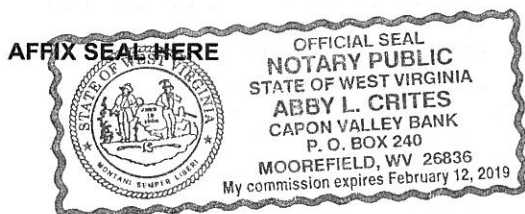
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Smith's Auto Parts LLCAuthorized Signature: Jo Anna Timbrook Date: 9-6-13State of WVCounty of Hardy, to-wit:Taken, subscribed, and sworn to before me this 6 day of Sept, 2013.My Commission expires 02. 12, 2019.NOTARY PUBLIC Abby L. Crites*Purchasing Affidavit (Revised 07/01/2012)*

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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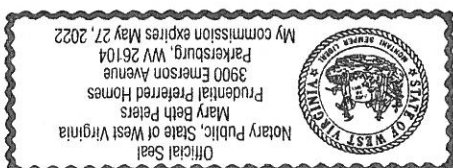
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AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Auto Fleet & Industrial Supply Co. DBA NAPA Auto PartsAuthorized Signature: William B. Peters Date: 09-06-2013
William B. Peters, PresidentState of West VirginiaCounty of Wood, to-wit:Taken, subscribed, and sworn to before me this 6 day of September, 2013My Commission expires May 27, 2027, 20 .**AFFIX SEAL HERE****NOTARY PUBLIC**Mary Beth Peters

Purchasing Affidavit (Revised 07/01/2012)



STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

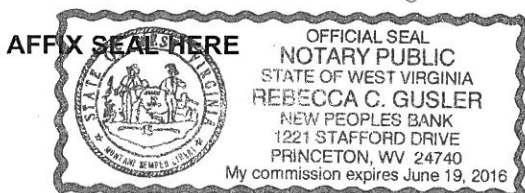
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Gene BucknorAuthorized Signature: [Signature] Date: 9/5/13State of West VirginiaCounty of Mercer, to-wit:Taken, subscribed, and sworn to before me this 17th day of September, 2013.My Commission expires 19th June, 2014.NOTARY PUBLIC Rebecca C. Gusler

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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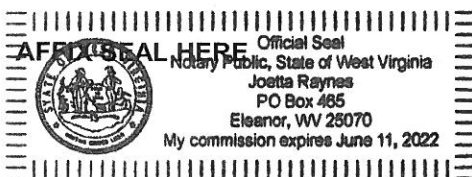
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: moore Auto PartsAuthorized Signature: [Signature] Date: 9-13-13State of West VirginiaCounty of Putnam, to-wit:Taken, subscribed, and sworn to before me this 13th day of September, 2013.My Commission expires June 11, 2022.

NOTARY PUBLIC

Joetta Raynes

Purchasing Affidavit (Revised 07/01/2012)

RFQ No. MVPRT14STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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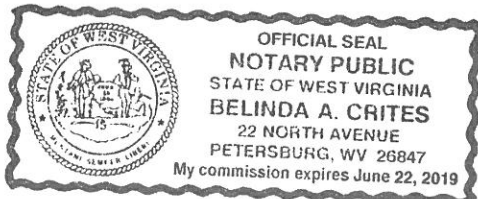
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Petersburg Auto Parts Inc.Authorized Signature: Royce A. Hearn, Pres Date: 9-6-13State of WVCounty of Grant, to-wit:Taken, subscribed, and sworn to before me this 6 day of Sept, 2013My Commission expires 6-22-19, 20 .**AFFIX SEAL HERE****NOTARY PUBLIC**Belinda A. Crites*Purchasing Affidavit (Revised 07/01/2012)*

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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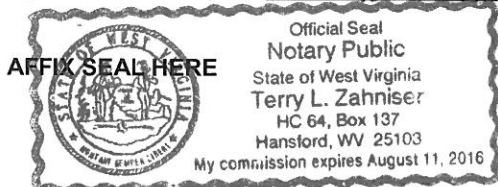
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: MARMET SUPPLY CO.Authorized Signature: [Signature] Date: 9/19/2013State of WEST VIRGINIACounty of KANAWHA, to-wit:Taken, subscribed, and sworn to before me this 19TH day of SEPTEMBER, 2013My Commission expires AUGUST 11, 2016.NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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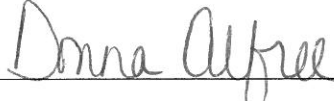
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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: TIM O'NEILL FOR POTOMAC AUTO PARTS INC OF BERKLEY SPRINGSAuthorized Signature:  Date: 9-6-13State of DelawareCounty of New Castle, to-wit:Taken, subscribed, and sworn to before me this 9th day of September, 2013My Commission expires April 20, 2014.

AFFIX SEAL HERE

NOTARY PUBLIC



STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: TIM O'NEILL FOR WILLIAMS MOTOR PARTS (CHARLES TOWN)Authorized Signature: C. T. O'NEILL Date: 9.6.13State of DelawareCounty of New Castle, to-wit:Taken, subscribed, and sworn to before me this 9th day of September, 2013.My Commission expires April 20, 2014

AFFIX SEAL HERE

NOTARY PUBLIC

Donna Alfrey

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: INWOOD AUTO PARTSAuthorized Signature: [Signature] Date: Sept 8, 2013State of West VirginiaCounty of Berkeley, to-wit:Taken, subscribed, and sworn to before me this 8 day of September, 2013My Commission expires June 7th, 2017

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]
Purchasing Affidavit (Revised 07/01/2012)

Independent NAPA Auto Parts Store Owner Agreement
For Parts and Parts Related Services
State of West Virginia RFQ Solicitation MVPRT14
September 2013

THE STATE OF WEST VIRGINIA and Genuine Parts Company ("GPC") have entered into that certain Contract on or around September 8, 2013 (the "Contract"). In connection therewith, INWOOD Auto Parts a LLC (the "Independent NAPA Auto Parts Store Owner") may from time to time provide automotive parts and other parts related services to THE STATE OF WEST VIRGINIA.

This Independent NAPA Auto Parts Store Owner Agreement will identify the responsibilities of the Independent NAPA Auto Parts Store Owner for the Independent Owner Services provided by the Independent Owner in connection with the Contract resulting from the RFQ response by GPC. Now, therefore, Independent NAPA Auto Parts Store Owner hereby agrees to the terms and conditions set forth below:

1. PROFESSIONAL SERVICES.

Independent NAPA Auto Parts Store Owner warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and with all applicable laws, regulations, and industry standards.

2. INDEMNIFICATION. The Independent NAPA Auto Parts Store Owner agrees to indemnify, defend, and hold harmless THE STATE OF WEST VIRGINIA and the Agency, their officers, and employees from and against: (1) the negligent acts or willful misconduct of the Independent NAPA Auto Parts Store Owner; (2) Any claims or losses resulting to any person or entity injured or damaged by the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition or any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes, or regulations; and (3) Any failure of the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3. LIMITATION OF LIABILITY. Except for its indemnity obligations, in no event shall THE STATE OF WEST VIRGINIA be liable for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including, without limitation, lost goodwill, lost profits, cost to procure substitute products, or impairment of other goods, whether arising out of breach of any express or implied warranty, breach of contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen.

4. TERM AND TERMINATION. The term of this Agreement shall commence on the award date as per THE STATE OF WEST VIRGINIA, _____ (the "Effective Date") and shall continue until terminated by GPC or THE STATE OF WEST VIRGINIA in accordance with the contract resulting in a successful quote on behalf of the Independent NAPA Auto Parts Store Owner. Section 3, CONTRACT TERM; RENEWAL; EXTENSION:" documents THE STATE OF WEST VIRGINIA's direction on the Initial Contract Term, the Reasonable Time Extension, and Release Order Limitations. Neither Independent NAPA Auto Parts Store Owner nor THE STATE OF WEST VIRGINIA will be liable to the other for damages arising out of proper termination of the Agreement in accordance with the provisions of this Section. The obligation of THE STATE OF WEST VIRGINIA to pay undisputed amounts due and

owing for Services completed hereunder prior to the date of termination and expenses incurred in accordance with this agreement prior to such date shall survive termination.

5. BENEFICIARIES OF INDEPENDENT OWNER AGREEMENT. Independent NAPA Auto Parts Store Owner expressly acknowledges and agrees that “Agencies” of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from the Contract are, and shall be, direct beneficiaries of the Contract, thereby allowing “Agencies” of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchased from the Contract to enforce their rights and remedies against an Independent NAPA Auto Parts Store Owner directly as if “Agencies” of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract had signed this Independent Owner Agreement themselves.

6. PRICING. THE STATE OF WEST VIRGINIA DICTATES THAT PRICING WILL REMAIN FIRM FOR THE LENGTH OF THE CONTRACT (See Section 6, Page 7 in the Contract). Therefore, Independent NAPA Auto Parts Store Owner agrees to sell “Agencies” of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract at the nationally supported price profile of _____. This profile price will represent a ceiling price that Independent Owner will not exceed. Independent Owner may charge under the price for any given part classified as part of the normal product offered from Genuine Parts Company, but not above the profile price. In addition, Independent Owner agrees to follow the express written and oral direction as set forth by NAPA Charleston in regards to increasing discount percentages on a Category and Group Code basis. The direction provided by NAPA Charleston has the sole aim to ensure that the Independent Owner’s store(s) remain in compliance with this section. The Independent NAPA Auto Parts Store Owner understands and agrees that the DC will have the capability to bill back any discrepancies brought forth by the State.

7. REGISTRATION. Prior to performing any Independent Owner Services, Independent NAPA Auto Parts Store Owner must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable (See Section 14, Page 10 in the Contract).

8. TAXES. Independent NAPA Auto Parts Store Owner shall pay any applicable sales, use, personal property or any other taxes arising out of the Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes (See Section 23, Page 11 in the Contract).

9. COMPLIANCE. Independent NAPA Auto Parts Store Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances, including and not limited to the payment of all taxes due The State of West Virginia in accordance with all applicable federal, state, and local laws, regulations and ordinances. By signing this Independent NAPA Auto Parts Store Owner Agreement, Independent NAPA Auto Parts Store Owner acknowledges that they have reviewed, understand, and will comply with all applicable laws (See Section 28, Page 11 in the Contract).

10. PURCHASING AFFIDAVIT. In accordance with West Virginia Code §5A-3-10a, all Independent NAPA Auto Parts Store Owners are required to sign, notarize and submit the Purchasing Affidavit (which will be provided to the Independent Owner) stating that the Independent Owner does not owe a debt to the State of West Virginia in excess of \$1,000 (See Section 47, page 15 in the Contract).

11. SEPARATE LIABILITIES. The Independent NAPA Auto Parts Store Owner shall be independently responsible for complying with the terms and conditions of this agreement. Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC does not manage, control, own or operate the Independent NAPA Auto Parts Store Owner. Furthermore, Independent NAPA Auto Parts

Store Owner acknowledges and agrees that GPC is not a guarantor of the Independent NAPA Auto Parts Store Owner, and GPC is not responsible for the liabilities, debts, duties and obligations of the Independent Owner.

IN WITNESS WHEREOF, Independent NAPA Auto Parts Store Owner has caused this Agreement to be executed by its duly authorized corporate officers or agents as of the date first written above. Execution by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

INDEPENDENT NAPA AUTO PARTS STORE OWNER

 Sept 8, 2013
Signature Date

DAVID J BOWMAN MEMBER
Name and Title of Signer
(Type or Print)

INDEPENDENT NAPA AUTO PARTS STORE OWNER INFORMATION

Legal Status: Corporation ☐ Partnership ☐ Sole Proprietor ☒

Independent Owner Name: INWOOD Auto PARTS

Address: 601 West JOHN ST

City, State, Zip: MARTINSBURG WV 254

Phone: _____ Fax: _____

Contact Name: DAVID BOWMAN

Email Address: QAP INWOOD@YAHOO.COM

Federal Tax ID #: _____

Genuine Parts Company DBA: NAPA
Response for
Request for Quotation MVPRT14
Automotive OEM or Equal Parts

Issued by:

The State of West Virginia



Submitted by:

NAPA Auto Parts

130 West 19th Street

Nitro, West Virginia 25143

Tel: 304-755-9121

Fax: 304-755-9190



NAPA Response to Request for Quotation #MVPRT14

Table of Contents

A.	EXECUTIVE SUMMARY	1
	<i>Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores</i>	<i>2</i>
B.	NAPA RESPONSE TO GENERAL REQUIREMENTS.....	1
3.	GENERAL REQUIREMENTS:	1
3.1.	Mandatory Eligible Item Requirements:.....	1
C.	NAPA RESPONSE TO CONTRACT AWARD, DISCOUNT PERCENTAGE, CATALOG:	3
4.	CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:	3
4.1.	Contract Award:	3
4.2.	Pricing Pages:	3
4.3.	Categories:.....	4
4.4.	Discount Percentage:	5
4.5.	Additional Pick-up Discount Percentage:.....	6
D.	NAPA RESPONSE TO CATALOG:	7
5.	CATALOG:	7
5.1.	Submission.	7
5.2.	Catalog Modification.....	8
E.	NAPA RESPONSE TO ORDERING AND PAYMENT:	9
6.	ORDERING AND PAYMENT:	9
6.1.	Ordering:.....	9
6.2.	Invoicing and Payment:	11
F.	NAPA RESPONSE TO DELIVERY AND RETURN	12
7.	DELIVERY AND RETURN:	12
7.1.	Delivery Time and Place:	12
7.2.	Pick-up:	12
7.3.	Late Delivery:	12
7.4.	Delivery Payment/Risk of Loss:	13
7.5.	Return of Unacceptable Items:	13
7.6.	Return Due to Agency Error:.....	13
G.	NAPA RESPONSE TO MISCELLANEOUS:	14
8.	MISCELLANEOUS:	14
8.1.	No Substitutions:.....	14
8.2.	Vendor Supply:.....	14
8.3.	Reports:	15
8.4.	Cooperative Contracts:.....	16
8.5.	Contract Manager:.....	16
PROPOSAL BY GENUINE PARTS COMPANY IN RESPONSE TO: STATE OF WEST VIRGINIA RFQ SOLICITATION NUMBER: MVPRT14.....		17
LIST OF EXCEPTIONS.....		17
INDEPENDENT NAPA AUTO PARTS STORE OWNER AGREEMENT		19



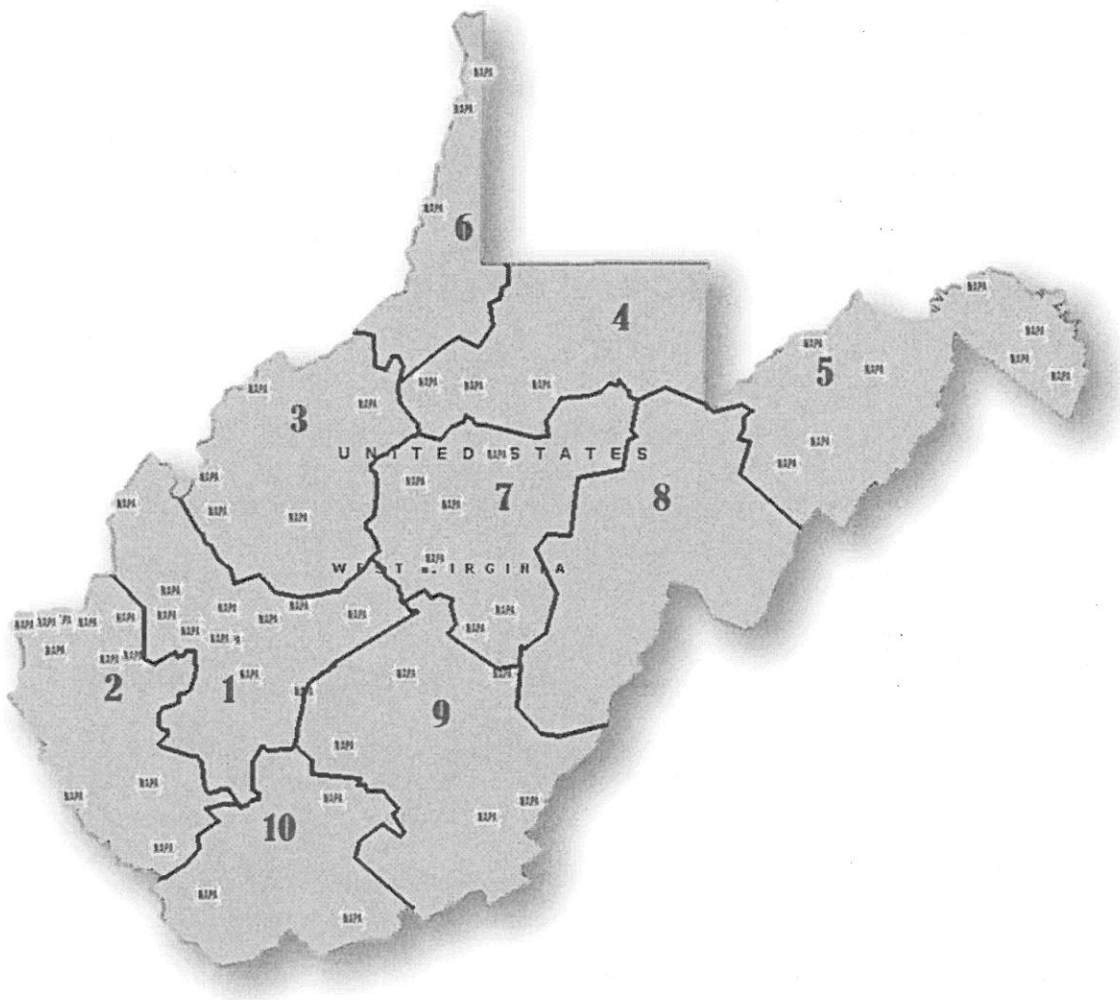
NAPA Response to Request for Quotation #MVPRT14



A. Executive Summary

NAPA Auto Parts is very pleased to have the opportunity to respond to the **Automotive OEM or Equal Parts** RFQ. NAPA has been in business since 1925 and has grown to become the industry leader in Automotive, Heavy Truck, Agricultural, and Industrial parts supply. We have a long history of partnering with State, County, and City Agencies to provide Cost Savings, Service, and Productivity through our NAPA exclusive supply chain.

We at NAPA are eager to serve The State of West Virginia with over 58 registered locations in the State accompanied with over \$35 Million dollars in inventory available to supply the State.





NAPA Response to Request for Quotation #MVPRT14



Relative Experience

NAPA has a great deal of experience handling and maintaining State, County, and City parts supply contracts. Here are some examples of that:

- | | |
|-----------------------|--------------------------|
| ❖ State of Tennessee | ❖ State of Massachusetts |
| ❖ State of Indiana | ❖ State of Minnesota |
| ❖ State of Alabama | ❖ State of Missouri |
| ❖ State of Arizona | ❖ State of Montana |
| ❖ State of Arkansas | ❖ State of Nevada |
| ❖ State of California | ❖ State of New Jersey |
| ❖ State of Delaware | ❖ State of North Dakota |
| ❖ State of Georgia | ❖ State of Oklahoma |
| ❖ State of Hawaii | ❖ State of Pennsylvania |
| ❖ State of Idaho | ❖ State of South Dakota |
| ❖ State of Indiana | ❖ State of Utah |
| ❖ State of Iowa | ❖ State of Washington |
| ❖ State of Kansas | |

In summary, we are very pleased and excited at the prospect of serving The State of West Virginia in its supply needs. We believe the information presented in this RFQ response will demonstrate our commitment and capability to providing the absolute best price, service, and support to the State.

Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores

Genuine Parts Company is a service organization in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials through four distinct operating segments. One of the operating segments, the Automotive Parts Group, distributes approximately 500,000 automotive and truck replacement parts, along with a comprehensive offering of tools, equipment, paint, safety and other programs of inventorying, cataloging, marketing and training in the automotive aftermarket segment. Genuine Parts Company is a member of the National Automotive Parts Association ("NAPA"), a voluntary trade association formed in 1925 to provide nationwide distribution of automotive parts.

These parts are sold under the brand name of NAPA through both Genuine Parts Company owned and independently owned NAPA Auto Parts Stores. Genuine Parts Company is responding to this RFQ on behalf of NAPA, the trade association that Genuine Parts Company



NAPA Response to Request for Quotation #MVPRT14



and the independently owned NAPA Auto Parts Stores belong. Genuine Parts Company does not manage, control, own, or operate the independently owned NAPA Auto Parts Stores owned and operated by independent jobbers which freely elect to participate in this Agreement (the "Participating Jobbers"). Furthermore, Genuine Parts Company is not a guarantor of the Participating Jobbers, and the liabilities, debts, duties and obligations of Genuine Parts Company and the Participating Jobbers are separate and distinct. Genuine Parts Company and the Participating Jobbers will not be jointly and severally liable for any of each other's liabilities or obligations. In order to meet the requirements of this RFQ, each Participating Jobber has signed a separate "Independent NAPA Auto Parts Store Owner Agreement" where items such as indemnification, liability, pricing, etc are assumed solely by the Participating Jobber.

Below is a list of 20 Participating Jobbers that own the 42 Independent NAPA Auto Parts Stores (there is an additional 16 NAPA Auto Parts Stores that are owned by Genuine Parts Company that are participating in this RFQ response) that have signed the "Independent NAPA Auto Parts Store Owner Agreement". Please see an EXAMPLE of the document on **Page 19**. Each Independent NAPA Auto Parts Store Owner Agreement executed by a Participating Jobber will be delivered to the State of West Virginia upon the successful award of a contract to Genuine Parts Company.

	BUSINESS NAME	OWNER
1	Parts Supply Alliance, Inc	Preston Adams
2	Amtower Auto Supply NAPA	Kevin Amtower
3	N&J Auto Parts	Jamie Blankenship
4	Inwood Auto Parts, LLC	David Bowman
5	COWEN NAPA INC	Wilford Brown
6	Bluewell Auto Center, Inc	Gene Buckner
7	Coal City Auto & Truck Parts, Inc	Dewayne Dillon
8	Potomac Auto Parts, Inc / Berkeley Spgs	Marvin Douglas
9	Petersburg Auto Parts	Royce Heare
10	Marmet Supply Company	Rodney Melton
11	Moore Auto Parts	Jeff Moore
12	PENNINGTON AUTO SUPPLY INC	Carol Nicholas
13	Auto Fleet & Industrial Supply	William Peters
14	G&R Auto Parts	Ed Baldwin
15	Burnsville Auto Parts	Rob Singleton
16	SUTTON AUTO PARTS	George Sodaro
17	White's NAPA	John White
18	Lincoln Auto	John White
19	WILSON BROTHERS INC	Steve Wilson
20	Hometown Auto Parts	Frank Runion



NAPA Response to Request for Quotation #MVPRT14



B. NAPA Response to General Requirements

3. GENERAL REQUIREMENTS:

3.1. Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below.

3.1.1. Eligible Items must be Automotive OEM parts or equal.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.2. Eligible Items must meet OEM Specifications.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.3. Vendors must submit a list of all supplying locations for the districts applicable to their bid response prior to the award of this contract. The locations list must contain the following at a minimum: Physical (not post office) address, phone number(s), and point(s) of contact.

NAPA Response: Yes, NAPA will provide a digital and a hard copy of the Physical address, phone number, and point of contact for all of NAPA's 58 registered locations in West Virginia that will be providing parts and service to The State of West Virginia.



NAPA Response to Request for Quotation #MVPRT14



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

NAPA Response: NAPA agrees with the above section.

- 3.1.5. Manufacturer direct and Dealer parts only: Parts that are only available through the manufacturer or dealer are excluded from this contract and shall be purchased through the proper procurement method or any subsequent genuine OEM replacement parts contract. It is the intent of this contract to supply NON-OEM or Aftermarket parts suitable of meeting the demands of the agency while providing the quality of an OEM part for each application.

NAPA Response: NAPA agrees with and understands the above section.



C. NAPA Response to Contract Award, Discount Percentage, Catalog:

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1. **Contract Award:** The Contracts are intended to provide all state agencies with a discounted price on all Eligible Items. These contracts shall be awarded to multiple vendors by district as defined by the WVDOT district map attached hereto as Exhibit B. The Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages for a particular district will receive a contract for that district.

If the bidder determined to be the lowest responsible bidder in a district bid "or equal" items, that bidder will be required to submit documentation illustrating the item bid on the vendor's pricing pages is equal to or exceeds OEM Specifications prior to contract award. Each item will be chosen at random by the Purchasing Division. Failure to submit appropriate OEM Specifications within seven business days following the request will result in disqualification of Vendor's bid.

NAPA Response: NAPA agrees with the above statement. NAPA also agrees to supply documentation illustrating that the items in the catalog meets or exceeds OEM specifications within seven (7) business days.

- 4.2. **Pricing Pages:** Vendor should complete the Pricing Pages by filling in the "Or Equivalent Part Number," "Catalog Price," "Units Provided for Catalog Price," "Discount Unit Price," "Discount Percentage" "Item Total Cost," and "Total Bid Cost" cells. Failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of these Contracts or any individual item is guaranteed or implied.

NAPA Response: NAPA will comply with filling out the pages in their entirety. NAPA will include a completed hard copy and an electronic copy of the pricing pages.



NAPA Response to Request for Quotation #MVPRT14

- 4.3. **Categories:** There are seventeen (17) categories found under the "Category Description" section of the pricing pages. From each category, one part (under the part description column) has been designated for evaluation purposes only. Vendors will provide the catalog price, units provided for catalog price and corresponding discount percentage for each part in its respective category.

NAPA Response: It is understood that the part numbers designated in the pricing sheets are for evaluation purposes only and NAPA agrees to provide the catalog price and corresponding discount percentage for each part in its respective category. In the event an OE part number within a category is not available through the automotive aftermarket as supported in section 3.1.5, NAPA will use "NA" in the "Or Equivalent Part Number" column to designate that the part is "Not Available" as shown below. NAPA will show the discount percentage off the already reduced Catalog price within that category to stay in compliance with section 4.2; however, NAPA would like to encourage The State of West Virginia to agree that this scenario would give an unfair basis to judge the pricing in a category and the discount percentage is only relevant based on the catalog price it is discounting from.

Exhibit A - District 1		Contract Number: MVPRT14										
Kanawha, Putnam, Clay, Mason and Boone												
Vendor:	NAPA Auto Parts					Representative:						
Vehicle Year:	2011	Vehicle Make:	Ford			Vehicle Model:	F-350		Vehicle Engine:	6.2 V8		
Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-59703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT65850	7565	1 Ea.	\$87.61	1	\$97.61	10.00%			
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR930793	1 Ea.							

NOTE: All cells are filled in compliance with section 4.2.



NAPA Response to Request for Quotation #MVPRT14

- 4.4. **Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. This discount percentage shall be applied to all items within the given category and shall remain firm for the life of the contract. The resulting Discounted Unit Price shall be the price the agency pays for each Eligible Item purchased from the given category under these Contracts.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentages and subsequent Discounted Unit Prices derived from these discounts must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The agency shall only pay the appropriate Discounted Unit Price for items purchased under these Contracts.

NAPA Response: NAPA agrees to quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. NAPA will apply said discount percentage to all items within the given category and shall remain firm for the life of the contract or otherwise stated in section 5.2. NAPA will set the discount percentage off the aggressive price catalog of our “**Jobber Blue Sheet**” pricing. NAPA will also agree to reconcile any discrepancies in accordance with section 6.1.2 “A”. NAPA agrees that the discount provided will take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately.



NAPA Response to Request for Quotation #MVPRT14

4.5. Additional Pick-up Discount Percentage: It is the intent of this contract to have the prices inclusive of delivery. There will be instances where agencies would rather pick-up an eligible item than have it delivered. As such, an "Additional Pick-up Discount Percent" cell has been created to provide an additional discount for pick-up pricing. If offered, vendors should place a percentage that will provide an additional discount for pick-up, in the "Additional Pick-up Discount Percent" cell. For evaluation purposes, it is estimated that 50% of the time, agencies will pick-up items at the vendor's location. Accordingly, the "Additional Pick-up Discount" cell has been weighted to reduce the vendor's additional pick-up discount percentage by 50%.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@wv.gov.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

NAPA Response: NAPA will not be providing any additional pick-up percentage. NAPA is excluding The State of West Virginia from standard delivery fees.



NAPA Response to Request for Quotation #MVPRT14



D. NAPA Response to Catalog:

5. Catalog:

5.1. Submission. Vendor must submit its Catalogs for evaluation purposes prior to award. Vendor shall also mail the Catalogs free of charge to any Agency desiring to use these Contracts. Copies of the Catalogs may be requested in an electronic format and should be provided in that format if possible. Vendor Catalogs will be used by the agencies to order Eligible Items under these Contracts.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Purchasing Division buyer for evaluation purposes may correct the Pricing Pages.

NAPA Response: NAPA agrees to submit our Catalog for evaluation purposes prior to award. We also agree to mail the Catalogs free of charge to any Agency desiring to use these Contracts. NAPA will agree to provide Catalog in any format requested.



NAPA Response to Request for Quotation #MVPRT14

5.2. Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Vendor may ask for a price increase at contract renewal time only. Pass through costs only will be accepted at the discretion of the WV Purchasing Division. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, District quantity usage of those items, and total spent by the District on those items; (2) any Eligible items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under these Contracts and prices for those items shall remain unchanged during the term of the Contracts.

NAPA Response: NAPA understands and agrees to these terms



NAPA Response to Request for Quotation #MVPRT14

E. NAPA Response to Ordering and Payment:

6. Ordering and Payment:

6.1. Ordering:

6.1.1. **Vendor Responsibilities:** Vendor shall accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Vendor may, but is not required, to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under these Contracts, to allow the Purchasing Division to ensure that the requirements of the Contracts are being met.

NAPA Response: NAPA agrees to accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Any State Agency, using this contract, will have access to our NAPA ProLink on-line ordering system. NAPA ProLink is secured with a user name and password for an unlimited number of users per account. The pricing will match the catalog pricing.





NAPA Response to Request for Quotation #MVPRT14



6.1.2. Agency Responsibilities:

A. Prior to Order:

Agencies must reconcile the list price, found in vendors catalog, to the agreed contract discount price. (Example: If a solenoid has a list price of \$100.00, and the discount percentage is 5%, the price to the agency would be \$95.00. The cost to the Agency is found by multiplying the list price (\$100.00) by the discount percentage (.05) and subtracting from the list price (\$100.00). This tabulation may be handwritten but must be included.

NAPA Response: NAPA understands the above statement.

B. Ordering Procedure:

Spending units shall issue a written state contract order (form number WV-39) to the vendor for commodities covered under this contract. The spending unit shall indicate on the face of the WV -39 if paying with a P-Card. Also, the Agency shall state on the WV- 39 if the items are for Pick-up or Delivery. The spending unit shall attach a copy of the remittance and tabulations to the WV-39. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

Orders shall be placed directly with vendor in a manner prescribed by the Agency, and not directly with the parts manufacturer. Pricing must be verified in accordance with the above prior to each order. Additionally, invoices must match the WV-39 and multiple items should be listed separately.

NAPA Response: NAPA understands the above statement.



NAPA Response to Request for Quotation #MVPRT14

- C. **Pick-up orders:** For pick up orders only; agencies may utilize the nearest vendor based on geographic location, awarded a district contract under this RFQ, even if that vendor is in a different district than the location of the ordering agency. To do so, Agencies will utilize Google maps to establish the distance from the repair facility to the addresses listed in this contract. Ordering procedures contained in Section 6.1.2 subsections 'A' and 'B' remain in effect.

NAPA Response: NAPA understands the above statement.

- 6.2. **Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. The Agency will not pay any fees associated with accepting the West Virginia Purchasing Card. Payment in advance is not permitted under the Contracts.

NAPA Response: NAPA can “manually” enter the discount percentage given to The State of West Virginia on the invoice copy but will ensure that the price stated on the invoice will match the “Discount Price Catalog” provided to the state as stated in section 5.1. We ask that if the discount percentage is left off the invoice, we may have the opportunity to make a correction. NAPA agrees to accept payment via the West Virginia Purchasing Card.



F. NAPA Response to Delivery and Return

7. DELIVERY AND RETURN:

- 7.1. **Delivery Time and Place:** Vendor shall deliver standard orders within three (3) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency locations throughout the District. Delivery locations FOB destination.

NAPA Response: NAPA will deliver standard orders within three (3) working days after order is received. There will be no minimum delivery requirement for The State of West Virginia.

- 7.2. **Pick-up:** Upon the agency's notification to the vendor; standard, non-special order items, shall be made available for pick up at the vendor's nearest location within twenty-four (24) hours.

NAPA Response: NAPA will make items available for pick-up within twenty-four (24) hours notice.

- 7.3. **Late Delivery:** The District placing the order under these Contracts must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a lower priority vendor.

NAPA Response: NAPA will notify the District placing the order in writing in the event of an order that is delayed for any reason. It is also understood that if the delay causes harm to the agency, the agency may obtain item from a lower priority vendor.



NAPA Response to Request for Quotation #MVPRT14

- 7.4. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the District delivery locations. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the agency separately for such delivery. The agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

NAPA Response: NAPA will agree to charge delivery only on "Emergency Orders" and provide the invoice containing freight attached to a separate bill for the item. All other regular orders will be priced F.O.B. as the State of West Virginia has asked.

- 7.5. Return of Unacceptable Items:** Items that the District deem unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the District to arrange for the return and reimburse the District for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the District with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. District delivery location. The returned product shall either be replaced, or the District shall receive a full credit or refund for the purchase price, at the District's discretion.

NAPA Response: NAPA agrees to refund items that a District deems "Unacceptable". NAPA will accept the responsibility of obtaining necessary packaging for return.

- 7.6. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

NAPA Response: NAPA agrees to waive any restocking fees on items in resalable condition. NAPA also agrees to only charge a 5% restock fee on items deemed not in resalable condition.



G. NAPA Response to Miscellaneous:

8. MISCELLANEOUS:

8.1. No Substitutions: Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described previously. Vendor shall not supply substitute items.

NAPA Response: NAPA will supply only the Eligible product lines contained in the Catalog provided by NAPA.

8.2. Vendor Supply: Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

NAPA Response: NAPA has over \$35 Million dollars in inventory across the state ready to service The State of West Virginia. NAPA is the industry leader in availability for Automotive, Heavy Truck, Agricultural, and Industrial parts.



NAPA Response to Request for Quotation #MVPRT14

8.3. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of the Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of the Contract.

NAPA Response: NAPA will provide Quarterly and Annual reports pertaining to The State of West Virginia Contract. We can provide you with digital and/or hard copies of the information stated in section 8.3. "1. Agency's items purchased, 2. Quantities of items purchased, and 3. Total dollar value of the items purchased."

HARD COPY EXAMPLE:

09/01/2013 10:36 PM S A L E S B Y P A R T # - B Y C U S T O M E R
600008016 - 016 Virginia Street Accounting Day - 2

Part Number	Crp Description	Customer Number	Invoice	Date	AD	Emp	Sls Rep	Q	So	-- Extend Price
Line : BEL 700153	0 Spark Plug	0	725127	09/01/2013	1	133	58	1.00		29.99
								Line Total		29.99
Line : BK 8131235	780 BRAKE LINE	0	725133	09/01/2013	1	133	58	2.00		16.98
								Line Total		16.98
Line : C&L SE5264A	30 REMAN BRAKE	0	725133	09/01/2013	1	133	58	2.00		16.98
	30 Core Deposi									

Annotations:

- 1. Item Purchased (points to Line 700153)
- 2. Shows Quantity of Item Purchased (points to Q column)
- 3. Value of Item (points to Extend Price column)



NAPA Response to Request for Quotation #MVPRT14

8.4. Cooperative Contracts: Notwithstanding anything contained herein to the contrary, the Purchasing Division reserves the right to not make an award under this solicitation and to utilize the bids, as described in West Virginia Code 5A-3-19(a), to evaluate the potential use of one or more cooperative contracts to obtain the items requested in this solicitation. If the Purchasing Division determines that the use of one or more cooperative contracts is warranted, then the Purchasing Division may cancel this solicitation and obtain the requested items from those cooperative contracts.

NAPA Response: NAPA understands the above statement.

8.5. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

NAPA Response: The Primary Contract Manager NAPA has assigned is:

Contract Manager:	Jason Cooper
Telephone Number:	304-759-3315
Fax Number:	304-755-9140
Email Address:	Jason_Cooper@genpt.com



NAPA Response to Request for Quotation #MVPRT14



**Proposal by Genuine Parts Company in response to: State of West Virginia RFQ
Solicitation Number: MVPRT14**

LIST OF EXCEPTIONS

Please note that all requested changes/comments are open for discussion/negotiation.

Section 35, Page 12

Vendor request is to please delete the language in this section and replace with the following:

Vendor shall pass through to the State of West Virginia all available warranty benefits from the applicable manufacturer for all products sold to the State of West Virginia hereunder. Vendor is primarily a distributor of products manufactured by other companies. As such, Vendor generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Vendor, itself, makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED for the products sold hereunder. Any product warranty extended to the State of West Virginia is that of the manufacturer, and not that of Vendor. Vendor shall assist the State of West Virginia with claims by the State of West Virginia against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.

Section 46, Page 14

As Vendor does not indemnify its customers for the actions of third parties as Vendor does not have any control over such parties, Vendor requests to only indemnify the State of West Virginia for acts within its control such as its own negligent acts or omissions or willful misconduct.

Thus, please revise subsection (1) so that it reads: Any reasonable claims or losses for the negligent acts or omissions or willful misconduct of Vendor hereunder;

Vendor request is to please insert the word 'reasonable' prior to the phrase 'claims or losses' in subsection (2).

Vendor request is to please make indemnification mutual.

Vendor request is to please add the following limitation of liability language at the end of this section:

NEITHER VENDOR NOR THE STATE OF WEST VIRGINIA SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF



NAPA Response to Request for Quotation #MVPRT14



BUSINESS), WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THIS CONTRACT.

Section 47, Page 15

Vendor believes the definition of "related party" (set out below) is extremely broad. Vendor cannot guarantee that all "related entities" such as independent NAPA Auto Parts Store Owners do not owe a debt in excess of \$1,000. GPC is aware of one potential related entity in particular, Morgan Auto Parts, which owes the State of West Virginia a debt in excess of \$1,000.

One potential solution is to carve Morgan Auto Parts and their stores from the purchasing affidavit. If Vendor would be allowed to make an exception for Morgan Auto Parts and their stores, Vendor would be able to agree to this Section.

Section 52, Page 16

Vendor request is to please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying steel products for a State Contract Project.

Section 53, Page 17

Please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying items containing aluminum, glass or steel products for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works.



NAPA Response to Request for Quotation #MVPRT14

**Independent NAPA Auto Parts Store Owner Agreement
For Parts and Parts Related Services**

State of West Virginia RFQ Solicitation MVPRT14

September 2013

THE STATE OF WEST VIRGINIA and Genuine Parts Company ("GPC") have entered into that certain Contract on or around September __, 2013 (the "Contract"). In connection therewith, _____, a _____ (the "Independent NAPA Auto Parts Store Owner") may from time to time provide automotive parts and other parts related services to THE STATE OF WEST VIRGINIA.

This Independent NAPA Auto Parts Store Owner Agreement will identify the responsibilities of the Independent NAPA Auto Parts Store Owner for the Independent Owner Services provided by the Independent Owner in connection with the Contract resulting from the RFQ response by GPC. Now, therefore, Independent NAPA Auto Parts Store Owner hereby agrees to the terms and conditions set forth below:

1. PROFESSIONAL SERVICES.

Independent NAPA Auto Parts Store Owner warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and with all applicable laws, regulations, and industry standards.

2. INDEMNIFICATION. The Independent NAPA Auto Parts Store Owner agrees to indemnify, defend, and hold harmless THE STATE OF WEST VIRGINIA and the Agency, their officers, and employees from and against: (1) the negligent acts or willful misconduct of the Independent NAPA Auto Parts Store Owner; (2) Any claims or losses resulting to any person or entity injured or damaged by the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition or any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes, or regulations; and (3) Any failure of the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3. LIMITATION OF LIABILITY. Except for its indemnity obligations, in no event shall THE STATE OF WEST VIRGINIA be liable for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including, without limitation, lost goodwill, lost profits, cost to procure substitute products, or impairment of other goods, whether arising out of breach of any express or implied warranty, breach of contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen.

4. TERM AND TERMINATION. The term of this Agreement shall commence on the award date as per THE STATE OF WEST VIRGINIA, _____ (the "Effective Date") and shall continue until terminated by GPC or THE STATE OF WEST VIRGINIA in accordance with the contract resulting in a successful quote on behalf of the Independent NAPA Auto Parts Store Owner. Section 3, CONTRACT TERM; RENEWAL; EXTENSION:" documents THE STATE OF WEST VIRGINIA's direction on the



NAPA Response to Request for Quotation #MVPRT14

Initial Contract Term, the Reasonable Time Extension, and Release Order Limitations. Neither Independent NAPA Auto Parts Store Owner nor THE STATE OF WEST VIRGINIA will be liable to the other for damages arising out of proper termination of the Agreement in accordance with the provisions of this Section. The obligation of THE STATE OF WEST VIRGINIA to pay undisputed amounts due and owing for Services completed hereunder prior to the date of termination and expenses incurred in accordance with this agreement prior to such date shall survive termination.

5. BENEFICIARIES OF INDEPENDENT OWNER AGREEMENT. Independent NAPA Auto Parts Store Owner expressly acknowledges and agrees that "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from the Contract are, and shall be, direct beneficiaries of the Contract, thereby allowing "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchased from the Contract to enforce their rights and remedies against an Independent NAPA Auto Parts Store Owner directly as if "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract had signed this Independent Owner Agreement themselves.

6. PRICING. THE STATE OF WEST VIRGINIA DICTATES THAT PRICING WILL REMAIN FIRM FOR THE LENGTH OF THE CONTRACT (See Section 6, Page 7 in the Contract). Therefore, Independent NAPA Auto Parts Store Owner agrees to sell "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract at the nationally supported price profile of 19965. This profile price will represent a ceiling price that Independent Owner will not exceed. Independent Owner may charge under the price for any given part classified as part of the normal product offered from Genuine Parts Company, but not above the profile price. In addition, Independent Owner agrees to follow the express written and oral direction as set forth by NAPA Charleston in regards to increasing discount percentages on a Category and Group Code basis. The direction provided by NAPA Charleston has the sole aim to ensure that the Independent Owner's store(s) remain in compliance with this section. The Independent NAPA Auto Parts Store Owner understands and agrees that the DC will have the capability to bill back any discrepancies brought forth by the State.

7. REGISTRATION. Prior to performing any Independent Owner Services, Independent NAPA Auto Parts Store Owner must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable (See Section 14, Page 10 in the Contract).

8. TAXES. Independent NAPA Auto Parts Store Owner shall pay any applicable sales, use, personal property or any other taxes arising out of the Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes (See Section 23, Page 11 in the Contract).

9. COMPLIANCE. Independent NAPA Auto Parts Store Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances, including and not limited to the payment of all taxes due The State of West Virginia in accordance with all applicable federal, state, and local laws, regulations and ordinances. By signing this Independent NAPA Auto Parts Store Owner Agreement, Independent NAPA Auto Parts Store Owner acknowledges that they have reviewed, understand, and will comply with all applicable laws (See Section 28, Page 11 in the Contract).

10. PURCHASING AFFIDAVIT. In accordance with West Virginia Code §5A-3-10a, all Independent NAPA Auto Parts Store Owners are required to sign, notarize and submit the Purchasing Affidavit (which



NAPA Response to Request for Quotation #MVPRT14

will be provided to the Independent Owner) stating that the Independent Owner does not owe a debt to the State of West Virginia in excess of \$1,000 (See Section 47, page 15 in the Contract).

11. SEPARATE LIABILITIES. The Independent NAPA Auto Parts Store Owner shall be independently responsible for complying with the terms and conditions of this agreement. Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC does not manage, control, own or operate the Independent NAPA Auto Parts Store Owner. Furthermore, Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC is not a guarantor of the Independent NAPA Auto Parts Store Owner, and GPC is not responsible for the liabilities, debts, duties and obligations of the Independent Owner.

IN WITNESS WHEREOF, Independent NAPA Auto Parts Store Owner has caused this Agreement to be executed by its duly authorized corporate officers or agents as of the date first written above. Execution by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

INDEPENDENT NAPA AUTO PARTS STORE OWNER

Signature Date

Name and Title of Signer
(Type or Print)

INDEPENDENT NAPA AUTO PARTS STORE OWNER INFORMATION

Legal Status: Corporation Partnership Sole Proprietor

Independent Owner Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ **Fax:** _____

Contact Name: _____

Email Address: _____

Federal Tax ID #: _____

Genuine Parts Company DBA: NAPA
Response for
Request for Quotation MVPRT14
Automotive OEM or Equal Parts

Issued by:

The State of West Virginia



Submitted by:

NAPA Auto Parts

130 West 19th Street

Nitro, West Virginia 25143

Tel: 304-755-9121

Fax: 304-755-9190





NAPA Response to Request for Quotation #MVPRT14

Table of Contents

A.	EXECUTIVE SUMMARY	1
	<i>Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores</i>	<i>2</i>
B.	NAPA RESPONSE TO GENERAL REQUIREMENTS.....	1
3.	GENERAL REQUIREMENTS:	1
3.1.	Mandatory Eligible Item Requirements:.....	1
C.	NAPA RESPONSE TO CONTRACT AWARD, DISCOUNT PERCENTAGE, CATALOG:	3
4.	CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:	3
4.1.	Contract Award:.....	3
4.2.	Pricing Pages:	3
4.3.	Categories:.....	4
4.4.	Discount Percentage:	5
4.5.	Additional Pick-up Discount Percentage:.....	6
D.	NAPA RESPONSE TO CATALOG:	7
5.	CATALOG:	7
5.1.	Submission.	7
5.2.	Catalog Modification.....	8
E.	NAPA RESPONSE TO ORDERING AND PAYMENT:	9
6.	ORDERING AND PAYMENT:	9
6.1.	Ordering:	9
6.2.	Invoicing and Payment:	11
F.	NAPA RESPONSE TO DELIVERY AND RETURN	12
7.	DELIVERY AND RETURN:	12
7.1.	Delivery Time and Place:	12
7.2.	Pick-up:	12
7.3.	Late Delivery:	12
7.4.	Delivery Payment/Risk of Loss:	13
7.5.	Return of Unacceptable Items:	13
7.6.	Return Due to Agency Error:.....	13
G.	NAPA RESPONSE TO MISCELLANEOUS:	14
8.	MISCELLANEOUS:	14
8.1.	No Substitutions:.....	14
8.2.	Vendor Supply:.....	14
8.3.	Reports:	15
8.4.	Cooperative Contracts:.....	16
8.5.	Contract Manager:.....	16
	PROPOSAL BY GENUINE PARTS COMPANY IN RESPONSE TO: STATE OF WEST VIRGINIA RFQ SOLICITATION NUMBER: MVPRT14.....	17
	LIST OF EXCEPTIONS.....	17
	INDEPENDENT NAPA AUTO PARTS STORE OWNER AGREEMENT	19



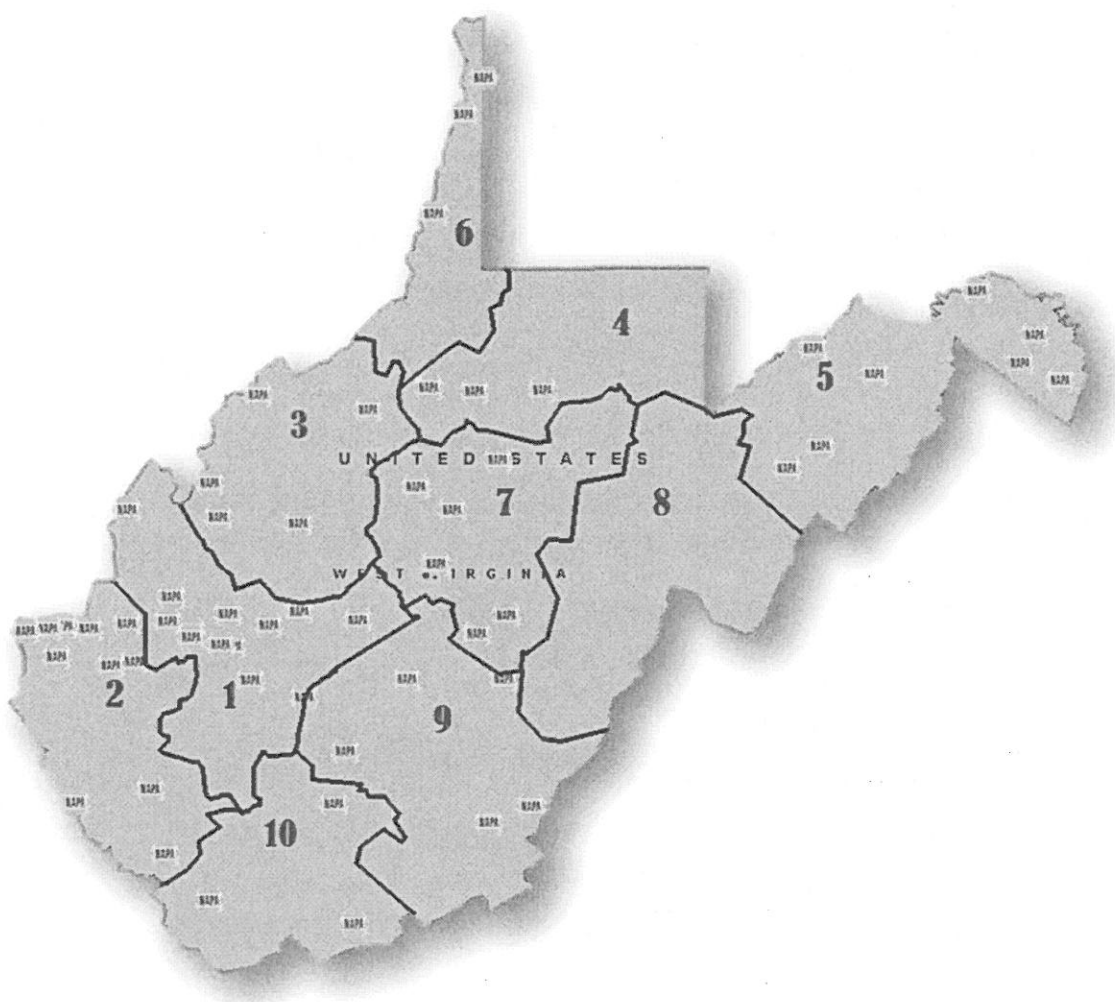
NAPA Response to Request for Quotation #MVPRT14



A. Executive Summary

NAPA Auto Parts is very pleased to have the opportunity to respond to the **Automotive OEM or Equal Parts** RFQ. NAPA has been in business since 1925 and has grown to become the industry leader in Automotive, Heavy Truck, Agricultural, and Industrial parts supply. We have a long history of partnering with State, County, and City Agencies to provide Cost Savings, Service, and Productivity through our NAPA exclusive supply chain.

We at NAPA are eager to serve The State of West Virginia with over 58 registered locations in the State accompanied with over \$35 Million dollars in inventory available to supply the State.





NAPA Response to Request for Quotation #MVPRT14

Relative Experience

NAPA has a great deal of experience handling and maintaining State, County, and City parts supply contracts. Here are some examples of that:

- | | |
|-----------------------|--------------------------|
| ❖ State of Tennessee | ❖ State of Massachusetts |
| ❖ State of Indiana | ❖ State of Minnesota |
| ❖ State of Alabama | ❖ State of Missouri |
| ❖ State of Arizona | ❖ State of Montana |
| ❖ State of Arkansas | ❖ State of Nevada |
| ❖ State of California | ❖ State of New Jersey |
| ❖ State of Delaware | ❖ State of North Dakota |
| ❖ State of Georgia | ❖ State of Oklahoma |
| ❖ State of Hawaii | ❖ State of Pennsylvania |
| ❖ State of Idaho | ❖ State of South Dakota |
| ❖ State of Indiana | ❖ State of Utah |
| ❖ State of Iowa | ❖ State of Washington |
| ❖ State of Kansas | |

In summary, we are very pleased and excited at the prospect of serving The State of West Virginia in its supply needs. We believe the information presented in this RFQ response will demonstrate our commitment and capability to providing the absolute best price, service, and support to the State.

Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores

Genuine Parts Company is a service organization in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials through four distinct operating segments. One of the operating segments, the Automotive Parts Group, distributes approximately 500,000 automotive and truck replacement parts, along with a comprehensive offering of tools, equipment, paint, safety and other programs of inventorying, cataloging, marketing and training in the automotive aftermarket segment. Genuine Parts Company is a member of the National Automotive Parts Association ("NAPA"), a voluntary trade association formed in 1925 to provide nationwide distribution of automotive parts.

These parts are sold under the brand name of NAPA through both Genuine Parts Company owned and independently owned NAPA Auto Parts Stores. Genuine Parts Company is responding to this RFQ on behalf of NAPA, the trade association that Genuine Parts Company



NAPA Response to Request for Quotation #MVPRT14



and the independently owned NAPA Auto Parts Stores belong. Genuine Parts Company does not manage, control, own, or operate the independently owned NAPA Auto Parts Stores owned and operated by independent jobbers which freely elect to participate in this Agreement (the "Participating Jobbers"). Furthermore, Genuine Parts Company is not a guarantor of the Participating Jobbers, and the liabilities, debts, duties and obligations of Genuine Parts Company and the Participating Jobbers are separate and distinct. Genuine Parts Company and the Participating Jobbers will not be jointly and severally liable for any of each other's liabilities or obligations. In order to meet the requirements of this RFQ, each Participating Jobber has signed a separate "Independent NAPA Auto Parts Store Owner Agreement" where items such as indemnification, liability, pricing, etc are assumed solely by the Participating Jobber.

Below is a list of 20 Participating Jobbers that own the 42 Independent NAPA Auto Parts Stores (there is an additional 16 NAPA Auto Parts Stores that are owned by Genuine Parts Company that are participating in this RFQ response) that have signed the "Independent NAPA Auto Parts Store Owner Agreement". Please see an EXAMPLE of the document on **Page 19**. Each Independent NAPA Auto Parts Store Owner Agreement executed by a Participating Jobber will be delivered to the State of West Virginia upon the successful award of a contract to Genuine Parts Company.

	BUSINESS NAME	OWNER
1	Parts Supply Alliance, Inc	Preston Adams
2	Amtower Auto Supply NAPA	Kevin Amtower
3	N&J Auto Parts	Jamie Blankenship
4	Inwood Auto Parts, LLC	David Bowman
5	COWEN NAPA INC	Wilford Brown
6	Bluewell Auto Center, Inc	Gene Buckner
7	Coal City Auto & Truck Parts, Inc	Dewayne Dillon
8	Potomac Auto Parts, Inc / Berkeley Spgs	Marvin Douglas
9	Petersburg Auto Parts	Royce Heare
10	Marmet Supply Company	Rodney Melton
11	Moore Auto Parts	Jeff Moore
12	PENNINGTON AUTO SUPPLY INC	Carol Nicholas
13	Auto Fleet & Industrial Supply	William Peters
14	G&R Auto Parts	Ed Baldwin
15	Burnsville Auto Parts	Rob Singleton
16	SUTTON AUTO PARTS	George Sodaro
17	White's NAPA	John White
18	Lincoln Auto	John White
19	WILSON BROTHERS INC	Steve Wilson
20	Hometown Auto Parts	Frank Runion



NAPA Response to Request for Quotation #MVPRT14



B. NAPA Response to General Requirements

3. GENERAL REQUIREMENTS:

3.1. **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

3.1.1. Eligible Items must be Automotive OEM parts or equal.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.2. Eligible Items must meet OEM Specifications.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.3. Vendors must submit a list of all supplying locations for the districts applicable to their bid response prior to the award of this contract. The locations list must contain the following at a minimum: Physical (not post office) address, phone number(s), and point(s) of contact.

NAPA Response: Yes, NAPA will provide a digital and a hard copy of the Physical address, phone number, and point of contact for all of NAPA's 58 registered locations in West Virginia that will be providing parts and service to The State of West Virginia.



NAPA Response to Request for Quotation #MVPRT14

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

NAPA Response: NAPA agrees with the above section.

- 3.1.5. Manufacturer direct and Dealer parts only: Parts that are only available through the manufacturer or dealer are excluded from this contract and shall be purchased through the proper procurement method or any subsequent genuine OEM replacement parts contract. It is the intent of this contract to supply NON-OEM or Aftermarket parts suitable of meeting the demands of the agency while providing the quality of an OEM part for each application.

NAPA Response: NAPA agrees with and understands the above section.



C. NAPA Response to Contract Award, Discount Percentage, Catalog:

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1. **Contract Award:** The Contracts are intended to provide all state agencies with a discounted price on all Eligible Items. These contracts shall be awarded to multiple vendors by district as defined by the WVDOH district map attached hereto as Exhibit B. The Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages for a particular district will receive a contract for that district.

If the bidder determined to be the lowest responsible bidder in a district bid "or equal" items, that bidder will be required to submit documentation illustrating the item bid on the vendor's pricing pages is equal to or exceeds OEM Specifications prior to contract award. Each item will be chosen at random by the Purchasing Division. Failure to submit appropriate OEM Specifications within seven business days following the request will result in disqualification of Vendor's bid.

NAPA Response: NAPA agrees with the above statement. NAPA also agrees to supply documentation illustrating that the items in the catalog meets or exceeds OEM specifications within seven (7) business days.

- 4.2. **Pricing Pages:** Vendor should complete the Pricing Pages by filling in the "Or Equivalent Part Number," "Catalog Price," "Units Provided for Catalog Price," "Discount Unit Price," "Discount Percentage" "Item Total Cost," and "Total Bid Cost" cells. Failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of these Contracts or any individual item is guaranteed or implied.

NAPA Response: NAPA will comply with filling out the pages in their entirety. NAPA will include a completed hard copy and an electronic copy of the pricing pages.



NAPA Response to Request for Quotation #MVPRT14

- 4.3. **Categories:** There are seventeen (17) categories found under the "Category Description" section of the pricing pages. From each category, one part (under the part description column) has been designated for evaluation purposes only. Vendors will provide the catalog price, units provided for catalog price and corresponding discount percentage for each part in its respective category.

NAPA Response: It is understood that the part numbers designated in the pricing sheets are for evaluation purposes only and NAPA agrees to provide the catalog price and corresponding discount percentage for each part in its respective category. In the event an OE part number within a category is not available through the automotive aftermarket as supported in section 3.1.5, NAPA will use "NA" in the "Or Equivalent Part Number" column to designate that the part is "Not Available" as shown below. NAPA will show the discount percentage off the already reduced Catalog price within that category to stay in compliance with section 4.2; however, NAPA would like to encourage The State of West Virginia to agree that this scenario would give an unfair basis to judge the pricing in a category and the discount percentage is only relevant based on the catalog price it is discounting from.

Exhibit A - District 1
Kanawha, Putnam, Clay, Mason and Boone

Contract Number: MVPRT14

Vendor: NAPA Auto Parts						Representative:		Jason Cooper				
Vehicle Year: 2011		Vehicle Make: Ford		Vehicle Model: F-350		Vehicle Engine: 6.2 V8						
Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	2 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT63850	7565	1 Ea.	\$87.61	1	\$87.61	10.00%			
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BA930799	1 Ea.							

NOTE: All cells are filled in compliance with section 4.2.



NAPA Response to Request for Quotation #MVPRT14

4.4. Discount Percentage: Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. This discount percentage shall be applied to all items within the given category and shall remain firm for the life of the contract. The resulting Discounted Unit Price shall be the price the agency pays for each Eligible Item purchased from the given category under these Contracts.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentages and subsequent Discounted Unit Prices derived from these discounts must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The agency shall only pay the appropriate Discounted Unit Price for items purchased under these Contracts.

NAPA Response: NAPA agrees to quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. NAPA will apply said discount percentage to all items within the given category and shall remain firm for the life of the contract or otherwise stated in section 5.2. NAPA will set the discount percentage off the aggressive price catalog of our “**Jobber Blue Sheet**” pricing. NAPA will also agree to reconcile any discrepancies in accordance with section 6.1.2 “A”. NAPA agrees that the discount provided will take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately.



NAPA Response to Request for Quotation #MVPRT14

- 4.5. Additional Pick-up Discount Percentage:** It is the intent of this contract to have the prices inclusive of delivery. There will be instances where agencies would rather pick-up an eligible item than have it delivered. As such, an "Additional Pick-up Discount Percent" cell has been created to provide an additional discount for pick-up pricing. If offered, vendors should place a percentage that will provide an additional discount for pick-up, in the "Additional Pick-up Discount Percent" cell. For evaluation purposes, it is estimated that 50% of the time, agencies will pick-up items at the vendor's location. Accordingly, the "Additional Pick-up Discount" cell has been weighted to reduce the vendor's additional pick-up discount percentage by 50%.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@wv.gov.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

NAPA Response: NAPA will not be providing any additional pick-up percentage. NAPA is excluding The State of West Virginia from standard delivery fees.



NAPA Response to Request for Quotation #MVPRT14



D. NAPA Response to Catalog:

5. Catalog:

5.1. Submission. Vendor must submit its Catalogs for evaluation purposes prior to award.

Vendor shall also mail the Catalogs free of charge to any Agency desiring to use these Contracts. Copies of the Catalogs may be requested in an electronic format and should be provided in that format if possible. Vendor Catalogs will be used by the agencies to order Eligible Items under these Contracts.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Purchasing Division buyer for evaluation purposes may correct the Pricing Pages.

NAPA Response: NAPA agrees to submit our Catalog for evaluation purposes prior to award. We also agree to mail the Catalogs free of charge to any Agency desiring to use these Contracts. NAPA will agree to provide Catalog in any format requested.



NAPA Response to Request for Quotation #MVPRT14

5.2. Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Vendor may ask for a price increase at contract renewal time only. Pass through costs only will be accepted at the discretion of the WV Purchasing Division. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, District quantity usage of those items, and total spent by the District on those items; (2) any Eligible items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under these Contracts and prices for those items shall remain unchanged during the term of the Contracts.

NAPA Response: NAPA understands and agrees to these terms



NAPA Response to Request for Quotation #MVPRT14



E. NAPA Response to Ordering and Payment:

6. Ordering and Payment:

6.1. Ordering:

6.1.1. Vendor Responsibilities: Vendor shall accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Vendor may, but is not required, to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under these Contracts, to allow the Purchasing Division to ensure that the requirements of the Contracts are being met.

NAPA Response: NAPA agrees to accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Any State Agency, using this contract, will have access to our NAPA ProLink on-line ordering system. NAPA ProLink is secured with a user name and password for an unlimited number of users per account. The pricing will match the catalog pricing.





NAPA Response to Request for Quotation #MVPRT14



6.1.2. Agency Responsibilities:

A. Prior to Order:

Agencies must reconcile the list price, found in vendors catalog, to the agreed contract discount price. (Example: If a solenoid has a list price of \$100.00, and the discount percentage is 5%, the price to the agency would be \$95.00. The cost to the Agency is found by multiplying the list price (\$100.00) by the discount percentage (.05) and subtracting from the list price (\$100.00). This tabulation may be handwritten but must be included.

NAPA Response: NAPA understands the above statement.

B. Ordering Procedure:

Spending units shall issue a written state contract order (form number WV-39) to the vendor for commodities covered under this contract. The spending unit shall indicate on the face of the WV -39 if paying with a P-Card. Also, the Agency shall state on the WV- 39 if the items are for Pick-up or Delivery. The spending unit shall attach a copy of the remittance and tabulations to the WV-39. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

Orders shall be placed directly with vendor in a manner prescribed by the Agency, and not directly with the parts manufacturer. Pricing must be verified in accordance with the above prior to each order. Additionally, invoices must match the WV-39 and multiple items should be listed separately.

NAPA Response: NAPA understands the above statement.



NAPA Response to Request for Quotation #MVPRT14

- C. **Pick-up orders:** For pick up orders only; agencies may utilize the nearest vendor based on geographic location, awarded a district contract under this RFQ, even if that vendor is in a different district than the location of the ordering agency. To do so, Agencies will utilize Google maps to establish the distance from the repair facility to the addresses listed in this contract. Ordering procedures contained in Section 6.1.2 subsections 'A' and 'B' remain in effect.

NAPA Response: NAPA understands the above statement.

- 6.2. **Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. The Agency will not pay any fees associated with accepting the West Virginia Purchasing Card. Payment in advance is not permitted under the Contracts.

NAPA Response: NAPA can “manually” enter the discount percentage given to The State of West Virginia on the invoice copy but will ensure that the price stated on the invoice will match the “Discount Price Catalog” provided to the state as stated in section 5.1. We ask that if the discount percentage is left off the invoice, we may have the opportunity to make a correction. NAPA agrees to accept payment via the West Virginia Purchasing Card.



F. NAPA Response to Delivery and Return

7. DELIVERY AND RETURN:

- 7.1. **Delivery Time and Place:** Vendor shall deliver standard orders within three (3) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency locations throughout the District. Delivery locations FOB destination.

NAPA Response: NAPA will deliver standard orders within three (3) working days after order is received. There will be no minimum delivery requirement for The State of West Virginia.

- 7.2. **Pick-up:** Upon the agency's notification to the vendor; standard, non-special order items, shall be made available for pick up at the vendor's nearest location within twenty-four (24) hours.

NAPA Response: NAPA will make items available for pick-up within twenty-four (24) hours notice.

- 7.3. **Late Delivery:** The District placing the order under these Contracts must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a lower priority vendor.

NAPA Response: NAPA will notify the District placing the order in writing in the event of an order that is delayed for any reason. It is also understood that if the delay causes harm to the agency, the agency may obtain item from a lower priority vendor.



NAPA Response to Request for Quotation #MVPRT14

- 7.4. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the District delivery locations. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the agency separately for such delivery. The agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

NAPA Response: NAPA will agree to charge delivery only on "Emergency Orders" and provide the invoice containing freight attached to a separate bill for the item. All other regular orders will be priced F.O.B. as the State of West Virginia has asked.

- 7.5. Return of Unacceptable Items:** Items that the District deem unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the District to arrange for the return and reimburse the District for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the District with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. District delivery location. The returned product shall either be replaced, or the District shall receive a full credit or refund for the purchase price, at the District's discretion.

NAPA Response: NAPA agrees to refund items that a District deems "Unacceptable". NAPA will accept the responsibility of obtaining necessary packaging for return.

- 7.6. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

NAPA Response: NAPA agrees to waive any restocking fees on items in resalable condition. NAPA also agrees to only charge a 5% restock fee on items deemed not in resalable condition.



NAPA Response to Request for Quotation #MVPRT14



G. NAPA Response to Miscellaneous:

8. MISCELLANEOUS:

8.1. No Substitutions: Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described previously. Vendor shall not supply substitute items.

NAPA Response: NAPA will supply only the Eligible product lines contained in the Catalog provided by NAPA.

8.2. Vendor Supply: Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

NAPA Response: NAPA has over \$35 Million dollars in inventory across the state ready to service The State of West Virginia. NAPA is the industry leader in availability for Automotive, Heavy Truck, Agricultural, and Industrial parts.



NAPA Response to Request for Quotation #MVPRT14

8.3. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of the Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of the Contract.

NAPA Response: NAPA will provide Quarterly and Annual reports pertaining to The State of West Virginia Contract. We can provide you with digital and/or hard copies of the information stated in section 8.3. "1. Agency's items purchased, 2. Quantities of items purchased, and 3. Total dollar value of the items purchased."

HARD COPY EXAMPLE:

09/01/2013 10:36 PM S A L E S B Y P A R T # - B Y C U S T O M E R
600008016 - 016 Virginia Street Accounting Day - 2

Part Number	Grp Description	Customer Number	Invoice	Date	AD	Emp	Sls Rep	Q	So	-- Extend Price
Line : BEL 700153	0 Spark Plug	0	725127	09/01/2013	1	133	58	1.00		29.99
Line Total										29.99
Line : BK 8131235	780 BRAKE LINE	0	725133	09/01/2013	1	133	58	2.00		16.98
Line Total										16.98
Line : C&L SE5264A	30 REMAN BRAKE	0	725133	09/01/2013	1	133	58	2.00		16.98
Line Total										16.98
30 Core Deposi										

Annotations:

- 1. Item Purchased (points to Line : BEL 700153)
- 2. Shows Quantity of Item Purchased (points to Q column)
- 3. Value of Item (points to -- Extend Price column)



NAPA Response to Request for Quotation #MVPRT14

8.4. Cooperative Contracts: Notwithstanding anything contained herein to the contrary, the Purchasing Division reserves the right to not make an award under this solicitation and to utilize the bids, as described in West Virginia Code 5A-3-19(a), to evaluate the potential use of one or more cooperative contracts to obtain the items requested in this solicitation. If the Purchasing Division determines that the use of one or more cooperative contracts is warranted, then the Purchasing Division may cancel this solicitation and obtain the requested items from those cooperative contracts.

NAPA Response: NAPA understands the above statement.

8.5. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

NAPA Response: The Primary Contract Manager NAPA has assigned is:

Contract Manager:	Jason Cooper
Telephone Number:	304-759-3315
Fax Number:	304-755-9140
Email Address:	Jason_Cooper@genpt.com



NAPA Response to Request for Quotation #MVPRT14



**Proposal by Genuine Parts Company in response to: State of West Virginia RFQ
Solicitation Number: MVPRT14**

LIST OF EXCEPTIONS

Please note that all requested changes/comments are open for discussion/negotiation.

Section 35, Page 12

Vendor request is to please delete the language in this section and replace with the following:

Vendor shall pass through to the State of West Virginia all available warranty benefits from the applicable manufacturer for all products sold to the State of West Virginia hereunder. Vendor is primarily a distributor of products manufactured by other companies. As such, Vendor generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Vendor, itself, makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED for the products sold hereunder. Any product warranty extended to the State of West Virginia is that of the manufacturer, and not that of Vendor. Vendor shall assist the State of West Virginia with claims by the State of West Virginia against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.

Section 46, Page 14

As Vendor does not indemnify its customers for the actions of third parties as Vendor does not have any control over such parties, Vendor requests to only indemnify the State of West Virginia for acts within its control such as its own negligent acts or omissions or willful misconduct. Thus, please revise subsection (1) so that it reads: Any reasonable claims or losses for the negligent acts or omissions or willful misconduct of Vendor hereunder;

Vendor request is to please insert the word 'reasonable' prior to the phrase 'claims or losses' in subsection (2).

Vendor request is to please make indemnification mutual.

Vendor request is to please add the following limitation of liability language at the end of this section:

NEITHER VENDOR NOR THE STATE OF WEST VIRGINIA SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF



NAPA Response to Request for Quotation #MVPRT14



BUSINESS), WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THIS CONTRACT.

Section 47, Page 15

Vendor believes the definition of "related party" (set out below) is extremely broad. Vendor cannot guarantee that all "related entities" such as independent NAPA Auto Parts Store Owners do not owe a debt in excess of \$1,000. GPC is aware of one potential related entity in particular, Morgan Auto Parts, which owes the State of West Virginia a debt in excess of \$1,000.

One potential solution is to carve Morgan Auto Parts and their stores from the purchasing affidavit. If Vendor would be allowed to make an exception for Morgan Auto Parts and their stores, Vendor would be able to agree to this Section.

Section 52, Page 16

Vendor request is to please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying steel products for a State Contract Project.

Section 53, Page 17

Please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying items containing aluminum, glass or steel products for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works.



NAPA Response to Request for Quotation #MVPRT14

**Independent NAPA Auto Parts Store Owner Agreement
For Parts and Parts Related Services**

State of West Virginia RFQ Solicitation MVPRT14

September 2013

THE STATE OF WEST VIRGINIA and Genuine Parts Company ("GPC") have entered into that certain Contract on or around September __, 2013 (the "Contract"). In connection therewith, _____, a _____ (the "Independent NAPA Auto Parts Store Owner") may from time to time provide automotive parts and other parts related services to THE STATE OF WEST VIRGINIA.

This Independent NAPA Auto Parts Store Owner Agreement will identify the responsibilities of the Independent NAPA Auto Parts Store Owner for the Independent Owner Services provided by the Independent Owner in connection with the Contract resulting from the RFQ response by GPC. Now, therefore, Independent NAPA Auto Parts Store Owner hereby agrees to the terms and conditions set forth below:

1. PROFESSIONAL SERVICES.

Independent NAPA Auto Parts Store Owner warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and with all applicable laws, regulations, and industry standards.

2. INDEMNIFICATION. The Independent NAPA Auto Parts Store Owner agrees to indemnify, defend, and hold harmless THE STATE OF WEST VIRGINIA and the Agency, their officers, and employees from and against: (1) the negligent acts or willful misconduct of the Independent NAPA Auto Parts Store Owner; (2) Any claims or losses resulting to any person or entity injured or damaged by the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition or any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes, or regulations; and (3) Any failure of the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3. LIMITATION OF LIABILITY. Except for its indemnity obligations, in no event shall THE STATE OF WEST VIRGINIA be liable for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including, without limitation, lost goodwill, lost profits, cost to procure substitute products, or impairment of other goods, whether arising out of breach of any express or implied warranty, breach of contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen.

4. TERM AND TERMINATION. The term of this Agreement shall commence on the award date as per THE STATE OF WEST VIRGINIA, _____ (the "Effective Date") and shall continue until terminated by GPC or THE STATE OF WEST VIRGINIA in accordance with the contract resulting in a successful quote on behalf of the Independent NAPA Auto Parts Store Owner. Section 3, CONTRACT TERM; RENEWAL; EXTENSION:" documents THE STATE OF WEST VIRGINIA's direction on the



NAPA Response to Request for Quotation #MVPRT14

Initial Contract Term, the Reasonable Time Extension, and Release Order Limitations. Neither Independent NAPA Auto Parts Store Owner nor THE STATE OF WEST VIRGINIA will be liable to the other for damages arising out of proper termination of the Agreement in accordance with the provisions of this Section. The obligation of THE STATE OF WEST VIRGINIA to pay undisputed amounts due and owing for Services completed hereunder prior to the date of termination and expenses incurred in accordance with this agreement prior to such date shall survive termination.

5. BENEFICIARIES OF INDEPENDENT OWNER AGREEMENT. Independent NAPA Auto Parts Store Owner expressly acknowledges and agrees that "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from the Contract are, and shall be, direct beneficiaries of the Contract, thereby allowing "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchased from the Contract to enforce their rights and remedies against an Independent NAPA Auto Parts Store Owner directly as if "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract had signed this Independent Owner Agreement themselves.

6. PRICING. THE STATE OF WEST VIRGINIA DICTATES THAT PRICING WILL REMAIN FIRM FOR THE LENGTH OF THE CONTRACT (See Section 6, Page 7 in the Contract). Therefore, Independent NAPA Auto Parts Store Owner agrees to sell "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract at the nationally supported price profile of 19965. This profile price will represent a ceiling price that Independent Owner will not exceed. Independent Owner may charge under the price for any given part classified as part of the normal product offered from Genuine Parts Company, but not above the profile price. In addition, Independent Owner agrees to follow the express written and oral direction as set forth by NAPA Charleston in regards to increasing discount percentages on a Category and Group Code basis. The direction provided by NAPA Charleston has the sole aim to ensure that the Independent Owner's store(s) remain in compliance with this section. The Independent NAPA Auto Parts Store Owner understands and agrees that the DC will have the capability to bill back any discrepancies brought forth by the State.

7. REGISTRATION. Prior to performing any Independent Owner Services, Independent NAPA Auto Parts Store Owner must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable (See Section 14, Page 10 in the Contract).

8. TAXES. Independent NAPA Auto Parts Store Owner shall pay any applicable sales, use, personal property or any other taxes arising out of the Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes (See Section 23, Page 11 in the Contract).

9. COMPLIANCE. Independent NAPA Auto Parts Store Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances, including and not limited to the payment of all taxes due The State of West Virginia in accordance with all applicable federal, state, and local laws, regulations and ordinances. By signing this Independent NAPA Auto Parts Store Owner Agreement, Independent NAPA Auto Parts Store Owner acknowledges that they have reviewed, understand, and will comply with all applicable laws (See Section 28, Page 11 in the Contract).

10. PURCHASING AFFIDAVIT. In accordance with West Virginia Code §5A-3-10a, all Independent NAPA Auto Parts Store Owners are required to sign, notarize and submit the Purchasing Affidavit (which



NAPA Response to Request for Quotation #MVPRT14

will be provided to the Independent Owner) stating that the Independent Owner does not owe a debt to the State of West Virginia in excess of \$1,000 (See Section 47, page 15 in the Contract).

11. SEPARATE LIABILITIES. The Independent NAPA Auto Parts Store Owner shall be independently responsible for complying with the terms and conditions of this agreement. Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC does not manage, control, own or operate the Independent NAPA Auto Parts Store Owner. Furthermore, Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC is not a guarantor of the Independent NAPA Auto Parts Store Owner, and GPC is not responsible for the liabilities, debts, duties and obligations of the Independent Owner.

IN WITNESS WHEREOF, Independent NAPA Auto Parts Store Owner has caused this Agreement to be executed by its duly authorized corporate officers or agents as of the date first written above. Execution by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

INDEPENDENT NAPA AUTO PARTS STORE OWNER

Signature

Date

Name and Title of Signer
(Type or Print)

INDEPENDENT NAPA AUTO PARTS STORE OWNER INFORMATION

Legal Status: Corporation Partnership Sole Proprietor

Independent Owner Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Contact Name: _____

Email Address: _____

Federal Tax ID #: _____

**Genuine Parts Company DBA: NAPA
Response for
Request for Quotation MVPRT14
Automotive OEM or Equal Parts**

Issued by:

The State of West Virginia



Submitted by:

NAPA Auto Parts

130 West 19th Street

Nitro, West Virginia 25143

Tel: 304-755-9121

Fax: 304-755-9190



NAPA Response to Request for Quotation #MVPRT14

Table of Contents

A.	EXECUTIVE SUMMARY	1
	<i>Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores</i>	<i>2</i>
B.	NAPA RESPONSE TO GENERAL REQUIREMENTS.....	1
3.	GENERAL REQUIREMENTS:	1
3.1.	Mandatory Eligible Item Requirements:.....	1
C.	NAPA RESPONSE TO CONTRACT AWARD, DISCOUNT PERCENTAGE, CATALOG:	3
4.	CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:	3
4.1.	Contract Award:.....	3
4.2.	Pricing Pages:.....	3
4.3.	Categories:.....	4
4.4.	Discount Percentage:.....	5
4.5.	Additional Pick-up Discount Percentage:.....	6
D.	NAPA RESPONSE TO CATALOG:.....	7
5.	CATALOG:	7
5.1.	Submission.....	7
5.2.	Catalog Modification.....	8
E.	NAPA RESPONSE TO ORDERING AND PAYMENT:.....	9
6.	ORDERING AND PAYMENT:	9
6.1.	Ordering:.....	9
6.2.	Invoicing and Payment:.....	11
F.	NAPA RESPONSE TO DELIVERY AND RETURN	12
7.	DELIVERY AND RETURN:	12
7.1.	Delivery Time and Place:.....	12
7.2.	Pick-up:.....	12
7.3.	Late Delivery:.....	12
7.4.	Delivery Payment/Risk of Loss:.....	13
7.5.	Return of Unacceptable Items:.....	13
7.6.	Return Due to Agency Error:.....	13
G.	NAPA RESPONSE TO MISCELLANEOUS:	14
8.	MISCELLANEOUS:	14
8.1.	No Substitutions:.....	14
8.2.	Vendor Supply:.....	14
8.3.	Reports:.....	15
8.4.	Cooperative Contracts:.....	16
8.5.	Contract Manager:.....	16
	PROPOSAL BY GENUINE PARTS COMPANY IN RESPONSE TO: STATE OF WEST VIRGINIA RFQ SOLICITATION NUMBER: MVPRT14.....	17
	LIST OF EXCEPTIONS.....	17
	INDEPENDENT NAPA AUTO PARTS STORE OWNER AGREEMENT	19



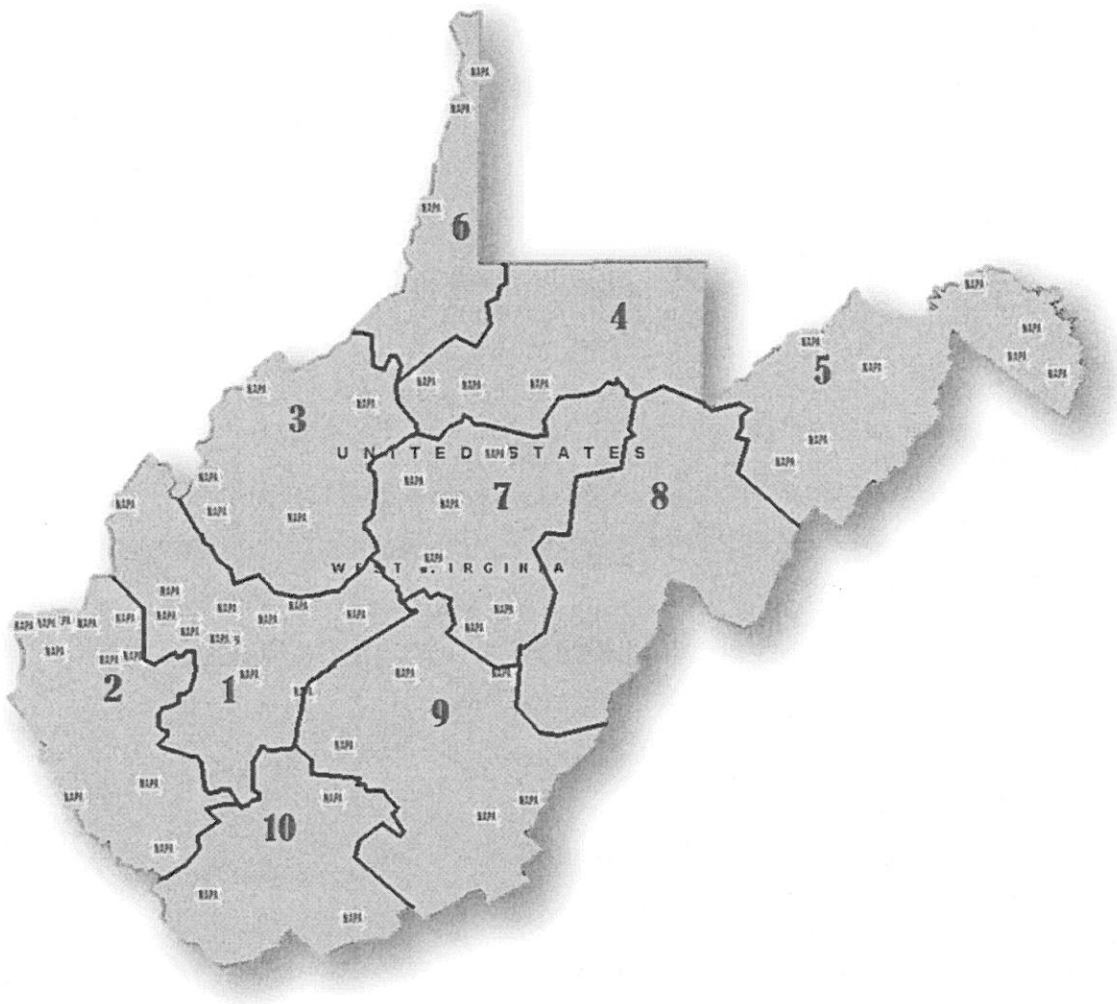
NAPA Response to Request for Quotation #MVPRT14



A. Executive Summary

NAPA Auto Parts is very pleased to have the opportunity to respond to the **Automotive OEM or Equal Parts** RFQ. NAPA has been in business since 1925 and has grown to become the industry leader in Automotive, Heavy Truck, Agricultural, and Industrial parts supply. We have a long history of partnering with State, County, and City Agencies to provide Cost Savings, Service, and Productivity through our NAPA exclusive supply chain.

We at NAPA are eager to serve The State of West Virginia with over 58 registered locations in the State accompanied with over \$35 Million dollars in inventory available to supply the State.





NAPA Response to Request for Quotation #MVPRT14



Relative Experience

NAPA has a great deal of experience handling and maintaining State, County, and City parts supply contracts. Here are some examples of that:

- | | |
|-----------------------|--------------------------|
| ❖ State of Tennessee | ❖ State of Massachusetts |
| ❖ State of Indiana | ❖ State of Minnesota |
| ❖ State of Alabama | ❖ State of Missouri |
| ❖ State of Arizona | ❖ State of Montana |
| ❖ State of Arkansas | ❖ State of Nevada |
| ❖ State of California | ❖ State of New Jersey |
| ❖ State of Delaware | ❖ State of North Dakota |
| ❖ State of Georgia | ❖ State of Oklahoma |
| ❖ State of Hawaii | ❖ State of Pennsylvania |
| ❖ State of Idaho | ❖ State of South Dakota |
| ❖ State of Indiana | ❖ State of Utah |
| ❖ State of Iowa | ❖ State of Washington |
| ❖ State of Kansas | |

In summary, we are very pleased and excited at the prospect of serving The State of West Virginia in its supply needs. We believe the information presented in this RFQ response will demonstrate our commitment and capability to providing the absolute best price, service, and support to the State.

Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores

Genuine Parts Company is a service organization in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials through four distinct operating segments. One of the operating segments, the Automotive Parts Group, distributes approximately 500,000 automotive and truck replacement parts, along with a comprehensive offering of tools, equipment, paint, safety and other programs of inventorying, cataloging, marketing and training in the automotive aftermarket segment. Genuine Parts Company is a member of the National Automotive Parts Association ("NAPA"), a voluntary trade association formed in 1925 to provide nationwide distribution of automotive parts.

These parts are sold under the brand name of NAPA through both Genuine Parts Company owned and independently owned NAPA Auto Parts Stores. Genuine Parts Company is responding to this RFQ on behalf of NAPA, the trade association that Genuine Parts Company



NAPA Response to Request for Quotation #MVPRT14



and the independently owned NAPA Auto Parts Stores belong. Genuine Parts Company does not manage, control, own, or operate the independently owned NAPA Auto Parts Stores owned and operated by independent jobbers which freely elect to participate in this Agreement (the "Participating Jobbers"). Furthermore, Genuine Parts Company is not a guarantor of the Participating Jobbers, and the liabilities, debts, duties and obligations of Genuine Parts Company and the Participating Jobbers are separate and distinct. Genuine Parts Company and the Participating Jobbers will not be jointly and severally liable for any of each other's liabilities or obligations. In order to meet the requirements of this RFQ, each Participating Jobber has signed a separate "Independent NAPA Auto Parts Store Owner Agreement" where items such as indemnification, liability, pricing, etc are assumed solely by the Participating Jobber.

Below is a list of 20 Participating Jobbers that own the 42 Independent NAPA Auto Parts Stores (there is an additional 16 NAPA Auto Parts Stores that are owned by Genuine Parts Company that are participating in this RFQ response) that have signed the "Independent NAPA Auto Parts Store Owner Agreement". Please see an EXAMPLE of the document on **Page 19**. Each Independent NAPA Auto Parts Store Owner Agreement executed by a Participating Jobber will be delivered to the State of West Virginia upon the successful award of a contract to Genuine Parts Company.

	BUSINESS NAME	OWNER
1	Parts Supply Alliance, Inc	Preston Adams
2	Amtower Auto Supply NAPA	Kevin Amtower
3	N&J Auto Parts	Jamie Blankenship
4	Inwood Auto Parts, LLC	David Bowman
5	COWEN NAPA INC	Wilford Brown
6	Bluwell Auto Center, Inc	Gene Buckner
7	Coal City Auto & Truck Parts, Inc	Dewayne Dillon
8	Potomac Auto Parts, Inc / Berkeley Spgs	Marvin Douglas
9	Petersburg Auto Parts	Royce Heare
10	Marmet Supply Company	Rodney Melton
11	Moore Auto Parts	Jeff Moore
12	PENNINGTON AUTO SUPPLY INC	Carol Nicholas
13	Auto Fleet & Industrial Supply	William Peters
14	G&R Auto Parts	Ed Baldwin
15	Burnsville Auto Parts	Rob Singleton
16	SUTTON AUTO PARTS	George Sodaro
17	White's NAPA	John White
18	Lincoln Auto	John White
19	WILSON BROTHERS INC	Steve Wilson
20	Hometown Auto Parts	Frank Runion



NAPA Response to Request for Quotation #MVPRT14



B. NAPA Response to General Requirements

3. GENERAL REQUIREMENTS:

3.1. Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below.

3.1.1. Eligible Items must be Automotive OEM parts or equal.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.2. Eligible Items must meet OEM Specifications.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.3. Vendors must submit a list of all supplying locations for the districts applicable to their bid response prior to the award of this contract. The locations list must contain the following at a minimum: Physical (not post office) address, phone number(s), and point(s) of contact.

NAPA Response: Yes, NAPA will provide a digital and a hard copy of the Physical address, phone number, and point of contact for all of NAPA's 58 registered locations in West Virginia that will be providing parts and service to The State of West Virginia.



NAPA Response to Request for Quotation #MVPRT14

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

NAPA Response: NAPA agrees with the above section.

- 3.1.5. Manufacturer direct and Dealer parts only: Parts that are only available through the manufacturer or dealer are excluded from this contract and shall be purchased through the proper procurement method or any subsequent genuine OEM replacement parts contract. It is the intent of this contract to supply NON-OEM or Aftermarket parts suitable of meeting the demands of the agency while providing the quality of an OEM part for each application.

NAPA Response: NAPA agrees with and understands the above section.



NAPA Response to Request for Quotation #MVPRT14



C. NAPA Response to Contract Award, Discount Percentage, Catalog:

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1. **Contract Award:** The Contracts are intended to provide all state agencies with a discounted price on all Eligible Items. These contracts shall be awarded to multiple vendors by district as defined by the WVDOH district map attached hereto as Exhibit B. The Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages for a particular district will receive a contract for that district.

If the bidder determined to be the lowest responsible bidder in a district bid "or equal" items, that bidder will be required to submit documentation illustrating the item bid on the vendor's pricing pages is equal to or exceeds OEM Specifications prior to contract award. Each item will be chosen at random by the Purchasing Division. Failure to submit appropriate OEM Specifications within seven business days following the request will result in disqualification of Vendor's bid.

NAPA Response: NAPA agrees with the above statement. NAPA also agrees to supply documentation illustrating that the items in the catalog meets or exceeds OEM specifications within seven (7) business days.

- 4.2. **Pricing Pages:** Vendor should complete the Pricing Pages by filling in the "Or Equivalent Part Number," "Catalog Price," "Units Provided for Catalog Price," "Discount Unit Price," "Discount Percentage" "Item Total Cost," and "Total Bid Cost" cells. Failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of these Contracts or any individual item is guaranteed or implied.

NAPA Response: NAPA will comply with filling out the pages in their entirety. NAPA will include a completed hard copy and an electronic copy of the pricing pages.



NAPA Response to Request for Quotation #MVPRT14



- 4.3. **Categories:** There are seventeen (17) categories found under the "Category Description" section of the pricing pages. From each category, one part (under the part description column) has been designated for evaluation purposes only. Vendors will provide the catalog price, units provided for catalog price and corresponding discount percentage for each part in its respective category.

NAPA Response: It is understood that the part numbers designated in the pricing sheets are for evaluation purposes only and NAPA agrees to provide the catalog price and corresponding discount percentage for each part in its respective category. In the event an OE part number within a category is not available through the automotive aftermarket as supported in section 3.1.5, NAPA will use "NA" in the "Or Equivalent Part Number" column to designate that the part is "Not Available" as shown below. NAPA will show the discount percentage off the already reduced Catalog price within that category to stay in compliance with section 4.2; however, NAPA would like to encourage The State of West Virginia to agree that this scenario would give an unfair basis to judge the pricing in a category and the discount percentage is only relevant based on the catalog price it is discounting from.

Exhibit A - District 1
Kanawha, Putnam, Clay, Mason and Boone

Contract Number: MVPRT14

Vendor: NAPA Auto Parts							Representative:		Jason Cooper			
Vehicle Year: 2011		Vehicle Make: Ford		Vehicle Model: F-350		Vehicle Engine: 6.2 V8						
Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
1	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BX165850	7565	1 Ea.	\$97.61	1	\$97.61	10.00%	\$87.85	1	\$87.85
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR900793	1 Ea.	\$0.00	1	\$0.00	10.00%	\$0.00	1	\$0.00

NOTE: All cells are filled in compliance with section 4.2.



NAPA Response to Request for Quotation #MVPRT14

- 4.4. **Discount Percentage:** Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. This discount percentage shall be applied to all items within the given category and shall remain firm for the life of the contract. The resulting Discounted Unit Price shall be the price the agency pays for each Eligible Item purchased from the given category under these Contracts.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentages and subsequent Discounted Unit Prices derived from these discounts must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The agency shall only pay the appropriate Discounted Unit Price for items purchased under these Contracts.

NAPA Response: NAPA agrees to quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. NAPA will apply said discount percentage to all items within the given category and shall remain firm for the life of the contract or otherwise stated in section 5.2. NAPA will set the discount percentage off the aggressive price catalog of our “**Jobber Blue Sheet**” pricing. NAPA will also agree to reconcile any discrepancies in accordance with section 6.1.2 “A”. NAPA agrees that the discount provided will take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately.



NAPA Response to Request for Quotation #MVPRT14

4.5. Additional Pick-up Discount Percentage: It is the intent of this contract to have the prices inclusive of delivery. There will be instances where agencies would rather pick-up an eligible item than have it delivered. As such, an "Additional Pick-up Discount Percent" cell has been created to provide an additional discount for pick-up pricing. If offered, vendors should place a percentage that will provide an additional discount for pick-up, in the "Additional Pick-up Discount Percent" cell. For evaluation purposes, it is estimated that 50% of the time, agencies will pick-up items at the vendor's location. Accordingly, the "Additional Pick-up Discount" cell has been weighted to reduce the vendor's additional pick-up discount percentage by 50%.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@wv.gov.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

NAPA Response: NAPA will not be providing any additional pick-up percentage. NAPA is excluding The State of West Virginia from standard delivery fees.



NAPA Response to Request for Quotation #MVPRT14



D. NAPA Response to Catalog:

5. Catalog:

5.1. Submission. Vendor must submit its Catalogs for evaluation purposes prior to award. Vendor shall also mail the Catalogs free of charge to any Agency desiring to use these Contracts. Copies of the Catalogs may be requested in an electronic format and should be provided in that format if possible. Vendor Catalogs will be used by the agencies to order Eligible Items under these Contracts.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Purchasing Division buyer for evaluation purposes may correct the Pricing Pages.

NAPA Response: NAPA agrees to submit our Catalog for evaluation purposes prior to award. We also agree to mail the Catalogs free of charge to any Agency desiring to use these Contracts. NAPA will agree to provide Catalog in any format requested.



NAPA Response to Request for Quotation #MVPRT14

5.2. Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Vendor may ask for a price increase at contract renewal time only. Pass through costs only will be accepted at the discretion of the WV Purchasing Division. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, District quantity usage of those items, and total spent by the District on those items; (2) any Eligible items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under these Contracts and prices for those items shall remain unchanged during the term of the Contracts.

NAPA Response: NAPA understands and agrees to these terms



NAPA Response to Request for Quotation #MVPRT14

E. NAPA Response to Ordering and Payment:

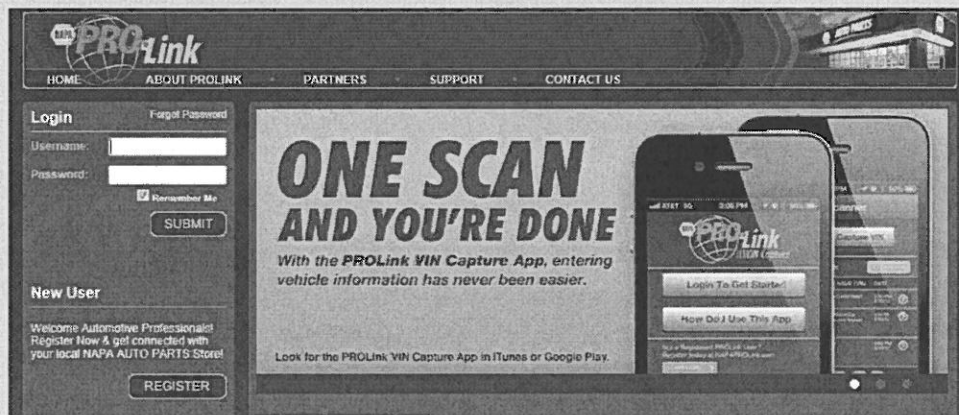
6. Ordering and Payment:

6.1. Ordering:

6.1.1. Vendor Responsibilities: Vendor shall accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Vendor may, but is not required, to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under these Contracts, to allow the Purchasing Division to ensure that the requirements of the Contracts are being met.

NAPA Response: NAPA agrees to accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Any State Agency, using this contract, will have access to our NAPA ProLink on-line ordering system. NAPA ProLink is secured with a user name and password for an unlimited number of users per account. The pricing will match the catalog pricing.





NAPA Response to Request for Quotation #MVPRT14



6.1.2. Agency Responsibilities:

A. Prior to Order:

Agencies must reconcile the list price, found in vendors catalog, to the agreed contract discount price. (Example: If a solenoid has a list price of \$100.00, and the discount percentage is 5%, the price to the agency would be \$95.00. The cost to the Agency is found by multiplying the list price (\$100.00) by the discount percentage (.05) and subtracting from the list price (\$100.00). This tabulation may be handwritten but must be included.

NAPA Response: NAPA understands the above statement.

B. Ordering Procedure:

Spending units shall issue a written state contract order (form number WV-39) to the vendor for commodities covered under this contract. The spending unit shall indicate on the face of the WV -39 if paying with a P-Card. Also, the Agency shall state on the WV- 39 if the items are for Pick-up or Delivery. The spending unit shall attach a copy of the remittance and tabulations to the WV-39. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

Orders shall be placed directly with vendor in a manner prescribed by the Agency, and not directly with the parts manufacturer. Pricing must be verified in accordance with the above prior to each order. Additionally, invoices must match the WV-39 and multiple items should be listed separately.

NAPA Response: NAPA understands the above statement.



NAPA Response to Request for Quotation #MVPRT14

- C. **Pick-up orders:** For pick up orders only; agencies may utilize the nearest vendor based on geographic location, awarded a district contract under this RFQ, even if that vendor is in a different district than the location of the ordering agency. To do so, Agencies will utilize Google maps to establish the distance from the repair facility to the addresses listed in this contract. Ordering procedures contained in Section 6.1.2 subsections 'A' and 'B' remain in effect.

NAPA Response: NAPA understands the above statement.

- 6.2. **Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. The Agency will not pay any fees associated with accepting the West Virginia Purchasing Card. Payment in advance is not permitted under the Contracts.

NAPA Response: NAPA can “manually” enter the discount percentage given to The State of West Virginia on the invoice copy but will ensure that the price stated on the invoice will match the “Discount Price Catalog” provided to the state as stated in section 5.1. We ask that if the discount percentage is left off the invoice, we may have the opportunity to make a correction. NAPA agrees to accept payment via the West Virginia Purchasing Card.



F. NAPA Response to Delivery and Return

7. DELIVERY AND RETURN:

- 7.1. **Delivery Time and Place:** Vendor shall deliver standard orders within three (3) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency locations throughout the District. Delivery locations FOB destination.

NAPA Response: NAPA will deliver standard orders within three (3) working days after order is received. There will be no minimum delivery requirement for The State of West Virginia.

- 7.2. **Pick-up:** Upon the agency's notification to the vendor; standard, non-special order items, shall be made available for pick up at the vendor's nearest location within twenty-four (24) hours.

NAPA Response: NAPA will make items available for pick-up within twenty-four (24) hours notice.

- 7.3. **Late Delivery:** The District placing the order under these Contracts must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a lower priority vendor.

NAPA Response: NAPA will notify the District placing the order in writing in the event of an order that is delayed for any reason. It is also understood that if the delay causes harm to the agency, the agency may obtain item from a lower priority vendor.



NAPA Response to Request for Quotation #MVPRT14

- 7.4. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the District delivery locations. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the agency separately for such delivery. The agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

NAPA Response: NAPA will agree to charge delivery only on "Emergency Orders" and provide the invoice containing freight attached to a separate bill for the item. All other regular orders will be priced F.O.B. as the State of West Virginia has asked.

- 7.5. Return of Unacceptable Items:** Items that the District deem unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the District to arrange for the return and reimburse the District for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the District with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. District delivery location. The returned product shall either be replaced, or the District shall receive a full credit or refund for the purchase price, at the District's discretion.

NAPA Response: NAPA agrees to refund items that a District deems "Unacceptable". NAPA will accept the responsibility of obtaining necessary packaging for return.

- 7.6. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

NAPA Response: NAPA agrees to waive any restocking fees on items in resalable condition. NAPA also agrees to only charge a 5% restock fee on items deemed not in resalable condition.



NAPA Response to Request for Quotation #MVPRT14



G. NAPA Response to Miscellaneous:

8. MISCELLANEOUS:

- 8.1. No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described previously. Vendor shall not supply substitute items.

NAPA Response: NAPA will supply only the Eligible product lines contained in the Catalog provided by NAPA.

- 8.2. Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

NAPA Response: NAPA has over \$35 Million dollars in inventory across the state ready to service The State of West Virginia. NAPA is the industry leader in availability for Automotive, Heavy Truck, Agricultural, and Industrial parts.



NAPA Response to Request for Quotation #MVPRT14

8.3. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of the Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of the Contract.

NAPA Response: NAPA will provide Quarterly and Annual reports pertaining to The State of West Virginia Contract. We can provide you with digital and/or hard copies of the information stated in section 8.3. "1. Agency's items purchased, 2. Quantities of items purchased, and 3. Total dollar value of the items purchased."

HARD COPY EXAMPLE:

09/01/2013 10:36 PM S A L E S B Y P A R T # - B Y C U S T O M E R
600008016 - 016 Virginia Street Accounting Day - 2

Part Number	Grp Description	Customer Number	Invoice	Date	AD	Emp	Sls Rep	Q	So	-- Extend Price
Line : BEL 700153	0 Spark Plug	0	725127	09/01/2013	1	133	58	1.00		29.99
Line Total										29.99
Line : BK 8131235	780 BRAKE LINE	0	725133	09/01/2013	1	133	58	2.00		16.98
Line Total										16.98
Line : C&L SE5264A	30 REMAN BRAKE	0	725133	09/01/2013	1	133	58	2.00		16.98
Line Total										16.98
Line : C&L SE5264A	30 Core Deposi	0	725133	09/01/2013	1	133	58	2.00		16.98
Line Total										16.98

1. Item Purchased

2. Shows Quantity of Item Purchased

3. Value of Item



NAPA Response to Request for Quotation #MVPRT14

8.4. Cooperative Contracts: Notwithstanding anything contained herein to the contrary, the Purchasing Division reserves the right to not make an award under this solicitation and to utilize the bids, as described in West Virginia Code 5A-3-19(a), to evaluate the potential use of one or more cooperative contracts to obtain the items requested in this solicitation. If the Purchasing Division determines that the use of one or more cooperative contracts is warranted, then the Purchasing Division may cancel this solicitation and obtain the requested items from those cooperative contracts.

NAPA Response: NAPA understands the above statement.

8.5. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

NAPA Response: The Primary Contract Manager NAPA has assigned is:

Contract Manager:	Jason Cooper
Telephone Number:	304-759-3315
Fax Number:	304-755-9140
Email Address:	Jason_Cooper@genpt.com



NAPA Response to Request for Quotation #MVPRT14

**Proposal by Genuine Parts Company in response to: State of West Virginia RFQ
Solicitation Number: MVPRT14**

LIST OF EXCEPTIONS

Please note that all requested changes/comments are open for discussion/negotiation.

Section 35, Page 12

Vendor request is to please delete the language in this section and replace with the following:

Vendor shall pass through to the State of West Virginia all available warranty benefits from the applicable manufacturer for all products sold to the State of West Virginia hereunder. Vendor is primarily a distributor of products manufactured by other companies. As such, Vendor generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Vendor, itself, makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED for the products sold hereunder. Any product warranty extended to the State of West Virginia is that of the manufacturer, and not that of Vendor. Vendor shall assist the State of West Virginia with claims by the State of West Virginia against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.

Section 46, Page 14

As Vendor does not indemnify its customers for the actions of third parties as Vendor does not have any control over such parties, Vendor requests to only indemnify the State of West Virginia for acts within its control such as its own negligent acts or omissions or willful misconduct. Thus, please revise subsection (1) so that it reads: Any reasonable claims or losses for the negligent acts or omissions or willful misconduct of Vendor hereunder;

Vendor request is to please insert the word 'reasonable' prior to the phrase 'claims or losses' in subsection (2).

Vendor request is to please make indemnification mutual.

Vendor request is to please add the following limitation of liability language at the end of this section:

NEITHER VENDOR NOR THE STATE OF WEST VIRGINIA SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF



NAPA Response to Request for Quotation #MVPRT14

BUSINESS), WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THIS CONTRACT.

Section 47, Page 15

Vendor believes the definition of "related party" (set out below) is extremely broad. Vendor cannot guarantee that all "related entities" such as independent NAPA Auto Parts Store Owners do not owe a debt in excess of \$1,000. GPC is aware of one potential related entity in particular, Morgan Auto Parts, which owes the State of West Virginia a debt in excess of \$1,000.

One potential solution is to carve Morgan Auto Parts and their stores from the purchasing affidavit. If Vendor would be allowed to make an exception for Morgan Auto Parts and their stores, Vendor would be able to agree to this Section.

Section 52, Page 16

Vendor request is to please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying steel products for a State Contract Project.

Section 53, Page 17

Please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying items containing aluminum, glass or steel products for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works.



NAPA Response to Request for Quotation #MVPRT14

**Independent NAPA Auto Parts Store Owner Agreement
For Parts and Parts Related Services**

State of West Virginia RFQ Solicitation MVPRT14

September 2013

THE STATE OF WEST VIRGINIA and Genuine Parts Company ("GPC") have entered into that certain Contract on or around September __, 2013 (the "Contract"). In connection therewith, _____, a _____ (the "Independent NAPA Auto Parts Store Owner") may from time to time provide automotive parts and other parts related services to THE STATE OF WEST VIRGINIA.

This Independent NAPA Auto Parts Store Owner Agreement will identify the responsibilities of the Independent NAPA Auto Parts Store Owner for the Independent Owner Services provided by the Independent Owner in connection with the Contract resulting from the RFQ response by GPC. Now, therefore, Independent NAPA Auto Parts Store Owner hereby agrees to the terms and conditions set forth below:

1. PROFESSIONAL SERVICES.

Independent NAPA Auto Parts Store Owner warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and with all applicable laws, regulations, and industry standards.

2. INDEMNIFICATION. The Independent NAPA Auto Parts Store Owner agrees to indemnify, defend, and hold harmless THE STATE OF WEST VIRGINIA and the Agency, their officers, and employees from and against: (1) the negligent acts or willful misconduct of the Independent NAPA Auto Parts Store Owner; (2) Any claims or losses resulting to any person or entity injured or damaged by the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition or any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes, or regulations; and (3) Any failure of the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3. LIMITATION OF LIABILITY. Except for its indemnity obligations, in no event shall THE STATE OF WEST VIRGINIA be liable for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including, without limitation, lost goodwill, lost profits, cost to procure substitute products, or impairment of other goods, whether arising out of breach of any express or implied warranty, breach of contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen.

4. TERM AND TERMINATION. The term of this Agreement shall commence on the award date as per THE STATE OF WEST VIRGINIA, _____ (the "Effective Date") and shall continue until terminated by GPC or THE STATE OF WEST VIRGINIA in accordance with the contract resulting in a successful quote on behalf of the Independent NAPA Auto Parts Store Owner. Section 3, CONTRACT TERM; RENEWAL; EXTENSION:" documents THE STATE OF WEST VIRGINIA's direction on the



NAPA Response to Request for Quotation #MVPRT14

Initial Contract Term, the Reasonable Time Extension, and Release Order Limitations. Neither Independent NAPA Auto Parts Store Owner nor THE STATE OF WEST VIRGINIA will be liable to the other for damages arising out of proper termination of the Agreement in accordance with the provisions of this Section. The obligation of THE STATE OF WEST VIRGINIA to pay undisputed amounts due and owing for Services completed hereunder prior to the date of termination and expenses incurred in accordance with this agreement prior to such date shall survive termination.

5. BENEFICIARIES OF INDEPENDENT OWNER AGREEMENT. Independent NAPA Auto Parts Store Owner expressly acknowledges and agrees that "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from the Contract are, and shall be, direct beneficiaries of the Contract, thereby allowing "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchased from the Contract to enforce their rights and remedies against an Independent NAPA Auto Parts Store Owner directly as if "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract had signed this Independent Owner Agreement themselves.

6. PRICING. THE STATE OF WEST VIRGINIA DICTATES THAT PRICING WILL REMAIN FIRM FOR THE LENGTH OF THE CONTRACT (See Section 6, Page 7 in the Contract). Therefore, Independent NAPA Auto Parts Store Owner agrees to sell "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract at the nationally supported price profile of 19965. This profile price will represent a ceiling price that Independent Owner will not exceed. Independent Owner may charge under the price for any given part classified as part of the normal product offered from Genuine Parts Company, but not above the profile price. In addition, Independent Owner agrees to follow the express written and oral direction as set forth by NAPA Charleston in regards to increasing discount percentages on a Category and Group Code basis. The direction provided by NAPA Charleston has the sole aim to ensure that the Independent Owner's store(s) remain in compliance with this section. The Independent NAPA Auto Parts Store Owner understands and agrees that the DC will have the capability to bill back any discrepancies brought forth by the State.

7. REGISTRATION. Prior to performing any Independent Owner Services, Independent NAPA Auto Parts Store Owner must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable (See Section 14, Page 10 in the Contract).

8. TAXES. Independent NAPA Auto Parts Store Owner shall pay any applicable sales, use, personal property or any other taxes arising out of the Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes (See Section 23, Page 11 in the Contract).

9. COMPLIANCE. Independent NAPA Auto Parts Store Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances, including and not limited to the payment of all taxes due The State of West Virginia in accordance with all applicable federal, state, and local laws, regulations and ordinances. By signing this Independent NAPA Auto Parts Store Owner Agreement, Independent NAPA Auto Parts Store Owner acknowledges that they have reviewed, understand, and will comply with all applicable laws (See Section 28, Page 11 in the Contract).

10. PURCHASING AFFIDAVIT. In accordance with West Virginia Code §5A-3-10a, all Independent NAPA Auto Parts Store Owners are required to sign, notarize and submit the Purchasing Affidavit (which



NAPA Response to Request for Quotation #MVPRT14

will be provided to the Independent Owner) stating that the Independent Owner does not owe a debt to the State of West Virginia in excess of \$1,000 (See Section 47, page 15 in the Contract).

11. SEPARATE LIABILITIES. The Independent NAPA Auto Parts Store Owner shall be independently responsible for complying with the terms and conditions of this agreement. Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC does not manage, control, own or operate the Independent NAPA Auto Parts Store Owner. Furthermore, Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC is not a guarantor of the Independent NAPA Auto Parts Store Owner, and GPC is not responsible for the liabilities, debts, duties and obligations of the Independent Owner.

IN WITNESS WHEREOF, Independent NAPA Auto Parts Store Owner has caused this Agreement to be executed by its duly authorized corporate officers or agents as of the date first written above. Execution by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

INDEPENDENT NAPA AUTO PARTS STORE OWNER

Signature Date

Name and Title of Signer
(Type or Print)

INDEPENDENT NAPA AUTO PARTS STORE OWNER INFORMATION

Legal Status: Corporation Partnership Sole Proprietor

Independent Owner Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ **Fax:** _____

Contact Name: _____

Email Address: _____

Federal Tax ID #: _____

Genuine Parts Company DBA: NAPA
Response for
Request for Quotation MVPRT14
Automotive OEM or Equal Parts

Issued by:

The State of West Virginia



Submitted by:

NAPA Auto Parts

130 West 19th Street

Nitro, West Virginia 25143

Tel: 304-755-9121

Fax: 304-755-9190



NAPA Response to Request for Quotation #MVPRT14

Table of Contents

A.	EXECUTIVE SUMMARY	1
	<i>Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores.....</i>	<i>2</i>
B.	NAPA RESPONSE TO GENERAL REQUIREMENTS.....	1
3.	GENERAL REQUIREMENTS:	1
3.1.	Mandatory Eligible Item Requirements:.....	1
C.	NAPA RESPONSE TO CONTRACT AWARD, DISCOUNT PERCENTAGE, CATALOG:	3
4.	CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:	3
4.1.	Contract Award:	3
4.2.	Pricing Pages:	3
4.3.	Categories:.....	4
4.4.	Discount Percentage:	5
4.5.	Additional Pick-up Discount Percentage:.....	6
D.	NAPA RESPONSE TO CATALOG:	7
5.	CATALOG:	7
5.1.	Submission.	7
5.2.	Catalog Modification.....	8
E.	NAPA RESPONSE TO ORDERING AND PAYMENT:	9
6.	ORDERING AND PAYMENT:	9
6.1.	Ordering:.....	9
6.2.	Invoicing and Payment:	11
F.	NAPA RESPONSE TO DELIVERY AND RETURN	12
7.	DELIVERY AND RETURN:	12
7.1.	Delivery Time and Place:	12
7.2.	Pick-up:	12
7.3.	Late Delivery:	12
7.4.	Delivery Payment/Risk of Loss:	13
7.5.	Return of Unacceptable Items:	13
7.6.	Return Due to Agency Error:.....	13
G.	NAPA RESPONSE TO MISCELLANEOUS:	14
8.	MISCELLANEOUS:	14
8.1.	No Substitutions:.....	14
8.2.	Vendor Supply:.....	14
8.3.	Reports:	15
8.4.	Cooperative Contracts:	16
8.5.	Contract Manager:.....	16
PROPOSAL BY GENUINE PARTS COMPANY IN RESPONSE TO: STATE OF WEST VIRGINIA RFQ SOLICITATION NUMBER: MVPRT14.....		17
LIST OF EXCEPTIONS.....		17
INDEPENDENT NAPA AUTO PARTS STORE OWNER AGREEMENT		19



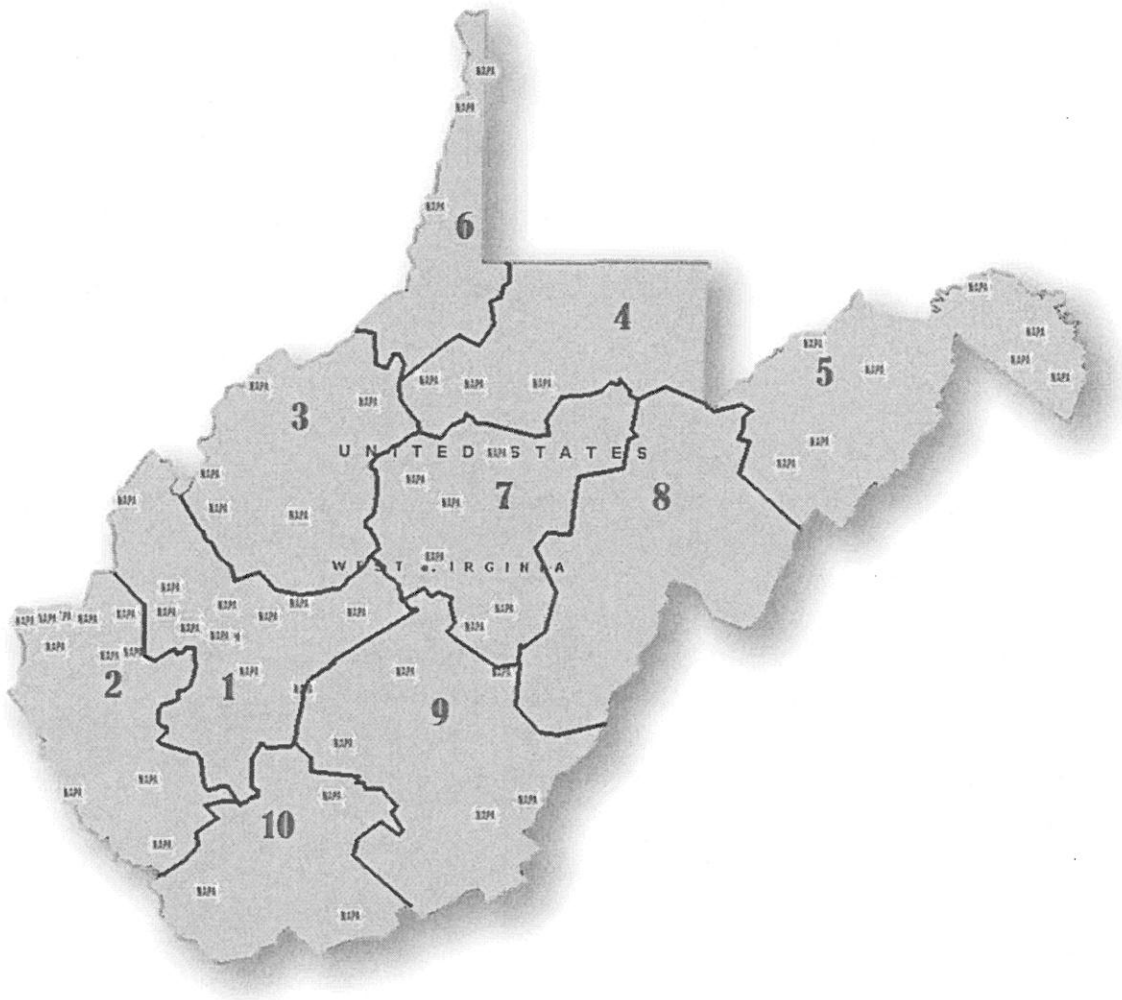
NAPA Response to Request for Quotation #MVPRT14



A. Executive Summary

NAPA Auto Parts is very pleased to have the opportunity to respond to the **Automotive OEM or Equal Parts** RFQ. NAPA has been in business since 1925 and has grown to become the industry leader in Automotive, Heavy Truck, Agricultural, and Industrial parts supply. We have a long history of partnering with State, County, and City Agencies to provide Cost Savings, Service, and Productivity through our NAPA exclusive supply chain.

We at NAPA are eager to serve The State of West Virginia with over 58 registered locations in the State accompanied with over \$35 Million dollars in inventory available to supply the State.





NAPA Response to Request for Quotation #MVPRT14



Relative Experience

NAPA has a great deal of experience handling and maintaining State, County, and City parts supply contracts. Here are some examples of that:

- | | |
|-----------------------|--------------------------|
| ❖ State of Tennessee | ❖ State of Massachusetts |
| ❖ State of Indiana | ❖ State of Minnesota |
| ❖ State of Alabama | ❖ State of Missouri |
| ❖ State of Arizona | ❖ State of Montana |
| ❖ State of Arkansas | ❖ State of Nevada |
| ❖ State of California | ❖ State of New Jersey |
| ❖ State of Delaware | ❖ State of North Dakota |
| ❖ State of Georgia | ❖ State of Oklahoma |
| ❖ State of Hawaii | ❖ State of Pennsylvania |
| ❖ State of Idaho | ❖ State of South Dakota |
| ❖ State of Indiana | ❖ State of Utah |
| ❖ State of Iowa | ❖ State of Washington |
| ❖ State of Kansas | |

In summary, we are very pleased and excited at the prospect of serving The State of West Virginia in its supply needs. We believe the information presented in this RFQ response will demonstrate our commitment and capability to providing the absolute best price, service, and support to the State.

Relationship between Genuine Parts Company and our Independently owned NAPA Auto Parts Stores

Genuine Parts Company is a service organization in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials through four distinct operating segments. One of the operating segments, the Automotive Parts Group, distributes approximately 500,000 automotive and truck replacement parts, along with a comprehensive offering of tools, equipment, paint, safety and other programs of inventorying, cataloging, marketing and training in the automotive aftermarket segment. Genuine Parts Company is a member of the National Automotive Parts Association ("NAPA"), a voluntary trade association formed in 1925 to provide nationwide distribution of automotive parts.

These parts are sold under the brand name of NAPA through both Genuine Parts Company owned and independently owned NAPA Auto Parts Stores. Genuine Parts Company is responding to this RFQ on behalf of NAPA, the trade association that Genuine Parts Company



NAPA Response to Request for Quotation #MVPRT14



and the independently owned NAPA Auto Parts Stores belong. Genuine Parts Company does not manage, control, own, or operate the independently owned NAPA Auto Parts Stores owned and operated by independent jobbers which freely elect to participate in this Agreement (the "Participating Jobbers"). Furthermore, Genuine Parts Company is not a guarantor of the Participating Jobbers, and the liabilities, debts, duties and obligations of Genuine Parts Company and the Participating Jobbers are separate and distinct. Genuine Parts Company and the Participating Jobbers will not be jointly and severally liable for any of each other's liabilities or obligations. In order to meet the requirements of this RFQ, each Participating Jobber has signed a separate "Independent NAPA Auto Parts Store Owner Agreement" where items such as indemnification, liability, pricing, etc are assumed solely by the Participating Jobber.

Below is a list of 20 Participating Jobbers that own the 42 Independent NAPA Auto Parts Stores (there is an additional 16 NAPA Auto Parts Stores that are owned by Genuine Parts Company that are participating in this RFQ response) that have signed the "Independent NAPA Auto Parts Store Owner Agreement". Please see an EXAMPLE of the document on **Page 19**. Each Independent NAPA Auto Parts Store Owner Agreement executed by a Participating Jobber will be delivered to the State of West Virginia upon the successful award of a contract to Genuine Parts Company.

	BUSINESS NAME	OWNER
1	Parts Supply Alliance, Inc	Preston Adams
2	Amtower Auto Supply NAPA	Kevin Amtower
3	N&J Auto Parts	Jamie Blankenship
4	Inwood Auto Parts, LLC	David Bowman
5	COWEN NAPA INC	Wilford Brown
6	Bluewell Auto Center, Inc	Gene Buckner
7	Coal City Auto & Truck Parts, Inc	Dewayne Dillon
8	Potomac Auto Parts, Inc / Berkeley Spgs	Marvin Douglas
9	Petersburg Auto Parts	Royce Heare
10	Marmet Supply Company	Rodney Melton
11	Moore Auto Parts	Jeff Moore
12	PENNINGTON AUTO SUPPLY INC	Carol Nicholas
13	Auto Fleet & Industrial Supply	William Peters
14	G&R Auto Parts	Ed Baldwin
15	Burnsville Auto Parts	Rob Singleton
16	SUTTON AUTO PARTS	George Sodaro
17	White's NAPA	John White
18	Lincoln Auto	John White
19	WILSON BROTHERS INC	Steve Wilson
20	Hometown Auto Parts	Frank Runion



NAPA Response to Request for Quotation #MVPRT14



B. NAPA Response to General Requirements

3. GENERAL REQUIREMENTS:

3.1. **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.

3.1.1. Eligible Items must be Automotive OEM parts or equal.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.2. Eligible Items must meet OEM Specifications.

NAPA Response: Yes, NAPA Automotive Parts meet or exceed OEM Specifications.

3.1.3. Vendors must submit a list of all supplying locations for the districts applicable to their bid response prior to the award of this contract. The locations list must contain the following at a minimum: Physical (not post office) address, phone number(s), and point(s) of contact.

NAPA Response: Yes, NAPA will provide a digital and a hard copy of the Physical address, phone number, and point of contact for all of NAPA's 58 registered locations in West Virginia that will be providing parts and service to The State of West Virginia.



NAPA Response to Request for Quotation #MVPRT14

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

NAPA Response: NAPA agrees with the above section.

- 3.1.5. Manufacturer direct and Dealer parts only: Parts that are only available through the manufacturer or dealer are excluded from this contract and shall be purchased through the proper procurement method or any subsequent genuine OEM replacement parts contract. It is the intent of this contract to supply NON-OEM or Aftermarket parts suitable of meeting the demands of the agency while providing the quality of an OEM part for each application.

NAPA Response: NAPA agrees with and understands the above section.



C. NAPA Response to Contract Award, Discount Percentage, Catalog:

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

- 4.1. **Contract Award:** The Contracts are intended to provide all state agencies with a discounted price on all Eligible Items. These contracts shall be awarded to multiple vendors by district as defined by the WVDOH district map attached hereto as Exhibit B. The Vendor that meets the RFQ specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages for a particular district will receive a contract for that district.

If the bidder determined to be the lowest responsible bidder in a district bid "or equal" items, that bidder will be required to submit documentation illustrating the item bid on the vendor's pricing pages is equal to or exceeds OEM Specifications prior to contract award. Each item will be chosen at random by the Purchasing Division. Failure to submit appropriate OEM Specifications within seven business days following the request will result in disqualification of Vendor's bid.

NAPA Response: NAPA agrees with the above statement. NAPA also agrees to supply documentation illustrating that the items in the catalog meets or exceeds OEM specifications within seven (7) business days.

- 4.2. **Pricing Pages:** Vendor should complete the Pricing Pages by filling in the "Or Equivalent Part Number," "Catalog Price," "Units Provided for Catalog Price," "Discount Unit Price," "Discount Percentage" "Item Total Cost," and "Total Bid Cost" cells. Failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of frequently purchased items and estimated quantities that will be purchased. The estimated quantity for each item represents the approximate volume of anticipated purchases only. No future use of these Contracts or any individual item is guaranteed or implied.

NAPA Response: NAPA will comply with filling out the pages in their entirety. NAPA will include a completed hard copy and an electronic copy of the pricing pages.



NAPA Response to Request for Quotation #MVPRT14

- 4.3. **Categories:** There are seventeen (17) categories found under the "Category Description" section of the pricing pages. From each category, one part (under the part description column) has been designated for evaluation purposes only. Vendors will provide the catalog price, units provided for catalog price and corresponding discount percentage for each part in its respective category.

NAPA Response: It is understood that the part numbers designated in the pricing sheets are for evaluation purposes only and NAPA agrees to provide the catalog price and corresponding discount percentage for each part in its respective category. In the event an OE part number within a category is not available through the automotive aftermarket as supported in section 3.1.5, NAPA will use "NA" in the "Or Equivalent Part Number" column to designate that the part is "Not Available" as shown below. NAPA will show the discount percentage off the already reduced Catalog price within that category to stay in compliance with section 4.2; however, NAPA would like to encourage The State of West Virginia to agree that this scenario would give an unfair basis to judge the pricing in a category and the discount percentage is only relevant based on the catalog price it is discounting from.

Exhibit A - District 1
Kanawha, Putnam, Clay, Mason and Boone

Contract Number: MVPRT14

Vendor: NAPA Auto Parts		Representative: Jason Cooper										
Vehicle Year: 2011		Vehicle Make: Ford		Vehicle Model: F-350			Vehicle Engine: 6.2 V8					
Category	Category Description	Part Description	OEM Part Number	Or Equivalent Part Number	Unit (For Calculation Purposes)	Catalog Price	Units Provided For Catalog Price	Unit Price	Discount Percentage	Discounted Unit Price	Estimated Quantity	Item Total Cost
2	Air Conditioning	AC Compressor	BC3Z-19703-B	NA	1 Ea.	\$0.00	1	\$0.00	5.00%	\$0.00	5	\$0.00
2	Alternators and Starters	Alternator	AL3Z-10346-B	NA	1 Ea.	\$0.00	1	\$0.00	8.00%	\$0.00	10	\$0.00
3	Batteries	Battery	BXT63850	7565	1 Ea.	\$97.61	1	\$97.61	10.00%			
4	Bearings, Ball and Roller	Front Wheel Bearing Assy (Driver Side)	BC3Z-1104-A	BR590755	1 Ea.							

NOTE: All cells are filled in compliance with section 4.2.



NAPA Response to Request for Quotation #MVPRT14

4.4. Discount Percentage: Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. This discount percentage shall be applied to all items within the given category and shall remain firm for the life of the contract. The resulting Discounted Unit Price shall be the price the agency pays for each Eligible Item purchased from the given category under these Contracts.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentages and subsequent Discounted Unit Prices derived from these discounts must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The agency shall only pay the appropriate Discounted Unit Price for items purchased under these Contracts.

NAPA Response: NAPA agrees to quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item within the given Category. NAPA will apply said discount percentage to all items within the given category and shall remain firm for the life of the contract or otherwise stated in section 5.2. NAPA will set the discount percentage off the aggressive price catalog of our “**Jobber Blue Sheet**” pricing. NAPA will also agree to reconcile any discrepancies in accordance with section 6.1.2 “A”. NAPA agrees that the discount provided will take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately.



NAPA Response to Request for Quotation #MVPRT14

4.5. Additional Pick-up Discount Percentage: It is the intent of this contract to have the prices inclusive of delivery. There will be instances where agencies would rather pick-up an eligible item than have it delivered. As such, an "Additional Pick-up Discount Percent" cell has been created to provide an additional discount for pick-up pricing. If offered, vendors should place a percentage that will provide an additional discount for pick-up, in the "Additional Pick-up Discount Percent" cell. For evaluation purposes, it is estimated that 50% of the time, agencies will pick-up items at the vendor's location. Accordingly, the "Additional Pick-up Discount" cell has been weighted to reduce the vendor's additional pick-up discount percentage by 50%.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are strongly encouraged to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Alan.W.Cummings@wv.gov.

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

NAPA Response: NAPA will not be providing any additional pick-up percentage. NAPA is excluding The State of West Virginia from standard delivery fees.



NAPA Response to Request for Quotation #MVPRT14



D. NAPA Response to Catalog:

5. Catalog:

5.1. Submission. Vendor must submit its Catalogs for evaluation purposes prior to award. Vendor shall also mail the Catalogs free of charge to any Agency desiring to use these Contracts. Copies of the Catalogs may be requested in an electronic format and should be provided in that format if possible. Vendor Catalogs will be used by the agencies to order Eligible Items under these Contracts.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalog and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalog, the actual price shall prevail and the Purchasing Division buyer for evaluation purposes may correct the Pricing Pages.

NAPA Response: NAPA agrees to submit our Catalog for evaluation purposes prior to award. We also agree to mail the Catalogs free of charge to any Agency desiring to use these Contracts. NAPA will agree to provide Catalog in any format requested.



NAPA Response to Request for Quotation #MVPRT14

5.2. Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Vendor may ask for a price increase at contract renewal time only. Pass through costs only will be accepted at the discretion of the WV Purchasing Division. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, District quantity usage of those items, and total spent by the District on those items; (2) any Eligible items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under these Contracts and prices for those items shall remain unchanged during the term of the Contracts.

NAPA Response: NAPA understands and agrees to these terms



NAPA Response to Request for Quotation #MVPRT14



E. NAPA Response to Ordering and Payment:

6. Ordering and Payment:

6.1. Ordering:

6.1.1. **Vendor Responsibilities:** Vendor shall accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Vendor may, but is not required, to accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how the Agency may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under these Contracts, to allow the Purchasing Division to ensure that the requirements of the Contracts are being met.

NAPA Response: NAPA agrees to accept orders by: regular mail; facsimile; e-mail; or any other written forms of communication. Any State Agency, using this contract, will have access to our NAPA ProLink on-line ordering system. NAPA ProLink is secured with a user name and password for an unlimited number of users per account. The pricing will match the catalog pricing.





NAPA Response to Request for Quotation #MVPRT14



6.1.2. Agency Responsibilities:

A. Prior to Order:

Agencies must reconcile the list price, found in vendors catalog, to the agreed contract discount price. (Example: If a solenoid has a list price of \$100.00, and the discount percentage is 5%, the price to the agency would be \$95.00. The cost to the Agency is found by multiplying the list price (\$100.00) by the discount percentage (.05) and subtracting from the list price (\$100.00). This tabulation may be handwritten but must be included.

NAPA Response: NAPA understands the above statement.

B. Ordering Procedure:

Spending units shall issue a written state contract order (form number WV-39) to the vendor for commodities covered under this contract. The spending unit shall indicate on the face of the WV -39 if paying with a P-Card. Also, the Agency shall state on the WV- 39 if the items are for Pick-up or Delivery. The spending unit shall attach a copy of the remittance and tabulations to the WV-39. The original copy of the WV-39 shall be mailed to the vendor as authorization for shipment, a second copy mailed to the Purchasing Division, and a third copy retained by the spending unit.

Orders shall be placed directly with vendor in a manner prescribed by the Agency, and not directly with the parts manufacturer. Pricing must be verified in accordance with the above prior to each order. Additionally, invoices must match the WV-39 and multiple items should be listed separately.

NAPA Response: NAPA understands the above statement.



NAPA Response to Request for Quotation #MVPRT14

- C. **Pick-up orders:** For pick up orders only; agencies may utilize the nearest vendor based on geographic location, awarded a district contract under this RFQ, even if that vendor is in a different district than the location of the ordering agency. To do so, Agencies will utilize Google maps to establish the distance from the repair facility to the addresses listed in this contract. Ordering procedures contained in Section 6.1.2 subsections 'A' and 'B' remain in effect.

NAPA Response: NAPA understands the above statement.

- 6.2. **Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for payment. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. The Agency will not pay any fees associated with accepting the West Virginia Purchasing Card. Payment in advance is not permitted under the Contracts.

NAPA Response: NAPA can “manually” enter the discount percentage given to The State of West Virginia on the invoice copy but will ensure that the price stated on the invoice will match the “Discount Price Catalog” provided to the state as stated in section 5.1. We ask that if the discount percentage is left off the invoice, we may have the opportunity to make a correction. NAPA agrees to accept payment via the West Virginia Purchasing Card.



NAPA Response to Request for Quotation #MVPRT14



F. NAPA Response to Delivery and Return

7. DELIVERY AND RETURN:

- 7.1. **Delivery Time and Place:** Vendor shall deliver standard orders within three (3) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to Agency locations throughout the District. Delivery locations FOB destination.

NAPA Response: NAPA will deliver standard orders within three (3) working days after order is received. There will be no minimum delivery requirement for The State of West Virginia.

- 7.2. **Pick-up:** Upon the agency's notification to the vendor; standard, non-special order items, shall be made available for pick up at the vendor's nearest location within twenty-four (24) hours.

NAPA Response: NAPA will make items available for pick-up within twenty-four (24) hours notice.

- 7.3. **Late Delivery:** The District placing the order under these Contracts must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to the agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a lower priority vendor.

NAPA Response: NAPA will notify the District placing the order in writing in the event of an order that is delayed for any reason. It is also understood that if the delay causes harm to the agency, the agency may obtain item from a lower priority vendor.



NAPA Response to Request for Quotation #MVPRT14

- 7.4. Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the District delivery locations. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the agency separately for such delivery. The agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

NAPA Response: NAPA will agree to charge delivery only on "Emergency Orders" and provide the invoice containing freight attached to a separate bill for the item. All other regular orders will be priced F.O.B. as the State of West Virginia has asked.

- 7.5. Return of Unacceptable Items:** Items that the District deem unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the District to arrange for the return and reimburse the District for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the District with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. District delivery location. The returned product shall either be replaced, or the District shall receive a full credit or refund for the purchase price, at the District's discretion.

NAPA Response: NAPA agrees to refund items that a District deems "Unacceptable". NAPA will accept the responsibility of obtaining necessary packaging for return.

- 7.6. Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

NAPA Response: NAPA agrees to waive any restocking fees on items in resalable condition. NAPA also agrees to only charge a 5% restock fee on items deemed not in resalable condition.



NAPA Response to Request for Quotation #MVPRT14



G. NAPA Response to Miscellaneous:

8. MISCELLANEOUS:

- 8.1. No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the RFQ or an updated Catalog approved by the Purchasing Division as described previously. Vendor shall not supply substitute items.

NAPA Response: NAPA will supply only the Eligible product lines contained in the Catalog provided by NAPA.

- 8.2. Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

NAPA Response: NAPA has over \$35 Million dollars in inventory across the state ready to service The State of West Virginia. NAPA is the industry leader in availability for Automotive, Heavy Truck, Agricultural, and Industrial parts.



NAPA Response to Request for Quotation #MVPRT14

8.3. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of the Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of the Contract.

NAPA Response: NAPA will provide Quarterly and Annual reports pertaining to The State of West Virginia Contract. We can provide you with digital and/or hard copies of the information stated in section 8.3. "1. Agency's items purchased, 2. Quantities of items purchased, and 3. Total dollar value of the items purchased."

HARD COPY EXAMPLE:

09/01/2013 10:36 PM S A L E S B Y P A R T # - B Y C U S T O M E R
600008016 - 016 Virginia Street Accounting Day - 2

Part Number	Grp Description	Customer Number	Invoice	Date	AD	Emp	Sls Rep	Q	So	--- Extend Price
Line : BEL 700153	0 Spark Plug	0	725127	09/01/2013	1	133	58	1.00		29.99
Line Total										29.99
Line : BK 8131235	780 BRAKE LINE	0	725133	09/01/2013	1	133	58	2.00		16.98
Line Total										16.98
Line : C&L SES264A	30 REMAN BRAKE	0	725133	09/01/2013	1	133	58	30.00		16.98
Line : C&L SES264A	30 Core Deposi	0	725133	09/01/2013	1	133	58	30.00		16.98

1. Item Purchased

2. Shows Quantity of Item Purchased

3. Value of Item



NAPA Response to Request for Quotation #MVPRT14

8.4. Cooperative Contracts: Notwithstanding anything contained herein to the contrary, the Purchasing Division reserves the right to not make an award under this solicitation and to utilize the bids, as described in West Virginia Code 5A-3-19(a), to evaluate the potential use of one or more cooperative contracts to obtain the items requested in this solicitation. If the Purchasing Division determines that the use of one or more cooperative contracts is warranted, then the Purchasing Division may cancel this solicitation and obtain the requested items from those cooperative contracts.

NAPA Response: NAPA understands the above statement.

8.5. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

NAPA Response: The Primary Contract Manager NAPA has assigned is:

Contract Manager:	Jason Cooper
Telephone Number:	304-759-3315
Fax Number:	304-755-9140
Email Address:	Jason_Cooper@genpt.com



NAPA Response to Request for Quotation #MVPRT14



Proposal by Genuine Parts Company in response to: State of West Virginia RFQ Solicitation Number: MVPRT14

LIST OF EXCEPTIONS

Please note that all requested changes/comments are open for discussion/negotiation.

Section 35, Page 12

Vendor request is to please delete the language in this section and replace with the following:

Vendor shall pass through to the State of West Virginia all available warranty benefits from the applicable manufacturer for all products sold to the State of West Virginia hereunder. Vendor is primarily a distributor of products manufactured by other companies. As such, Vendor generally does not design, manufacture, alter, modify, test, inspect, package or provide instructions or warnings with respect to the products sold hereunder. Vendor, itself, makes NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or other warranties of quality, WHETHER EXPRESSED OR IMPLIED for the products sold hereunder. Any product warranty extended to the State of West Virginia is that of the manufacturer, and not that of Vendor. Vendor shall assist the State of West Virginia with claims by the State of West Virginia against manufacturers in connection with any non-conformities during manufacturer's warranty period, if any.

Section 46, Page 14

As Vendor does not indemnify its customers for the actions of third parties as Vendor does not have any control over such parties, Vendor requests to only indemnify the State of West Virginia for acts within its control such as its own negligent acts or omissions or willful misconduct. Thus, please revise subsection (1) so that it reads: Any reasonable claims or losses for the negligent acts or omissions or willful misconduct of Vendor hereunder;

Vendor request is to please insert the word 'reasonable' prior to the phrase 'claims or losses' in subsection (2).

Vendor request is to please make indemnification mutual.

Vendor request is to please add the following limitation of liability language at the end of this section:

NEITHER VENDOR NOR THE STATE OF WEST VIRGINIA SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF



NAPA Response to Request for Quotation #MVPRT14

BUSINESS), WHETHER KNOWN OR UNKNOWN, ARISING FROM OR RELATED TO THIS CONTRACT.

Section 47, Page 15

Vendor believes the definition of "related party" (set out below) is extremely broad. Vendor cannot guarantee that all "related entities" such as independent NAPA Auto Parts Store Owners do not owe a debt in excess of \$1,000. GPC is aware of one potential related entity in particular, Morgan Auto Parts, which owes the State of West Virginia a debt in excess of \$1,000.

One potential solution is to carve Morgan Auto Parts and their stores from the purchasing affidavit. If Vendor would be allowed to make an exception for Morgan Auto Parts and their stores, Vendor would be able to agree to this Section.

Section 52, Page 16

Vendor request is to please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying steel products for a State Contract Project.

Section 53, Page 17

Please waive the requirements of this section as it is inapplicable to Vendor as Vendor will not be supplying items containing aluminum, glass or steel products for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works.



NAPA Response to Request for Quotation #MVPRT14

**Independent NAPA Auto Parts Store Owner Agreement
For Parts and Parts Related Services**

State of West Virginia RFQ Solicitation MVPRT14

September 2013

THE STATE OF WEST VIRGINIA and Genuine Parts Company ("GPC") have entered into that certain Contract on or around September __, 2013 (the "Contract"). In connection therewith, _____, a _____ (the "Independent NAPA Auto Parts Store Owner") may from time to time provide automotive parts and other parts related services to THE STATE OF WEST VIRGINIA.

This Independent NAPA Auto Parts Store Owner Agreement will identify the responsibilities of the Independent NAPA Auto Parts Store Owner for the Independent Owner Services provided by the Independent Owner in connection with the Contract resulting from the RFQ response by GPC. Now, therefore, Independent NAPA Auto Parts Store Owner hereby agrees to the terms and conditions set forth below:

1. PROFESSIONAL SERVICES.

Independent NAPA Auto Parts Store Owner warrants that all services shall be performed in a professional and workmanlike manner consistent with standard industry practice; and with all applicable laws, regulations, and industry standards.

2. INDEMNIFICATION. The Independent NAPA Auto Parts Store Owner agrees to indemnify, defend, and hold harmless THE STATE OF WEST VIRGINIA and the Agency, their officers, and employees from and against: (1) the negligent acts or willful misconduct of the Independent NAPA Auto Parts Store Owner; (2) Any claims or losses resulting to any person or entity injured or damaged by the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition or any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes, or regulations; and (3) Any failure of the Independent NAPA Auto Parts Store Owner, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

3. LIMITATION OF LIABILITY. Except for its indemnity obligations, in no event shall THE STATE OF WEST VIRGINIA be liable for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, including, without limitation, lost goodwill, lost profits, cost to procure substitute products, or impairment of other goods, whether arising out of breach of any express or implied warranty, breach of contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such damage or if such damage could have been reasonably foreseen.

4. TERM AND TERMINATION. The term of this Agreement shall commence on the award date as per THE STATE OF WEST VIRGINIA, _____ (the "Effective Date") and shall continue until terminated by GPC or THE STATE OF WEST VIRGINIA in accordance with the contract resulting in a successful quote on behalf of the Independent NAPA Auto Parts Store Owner. Section 3, CONTRACT TERM; RENEWAL; EXTENSION:" documents THE STATE OF WEST VIRGINIA's direction on the



NAPA Response to Request for Quotation #MVPRT14

Initial Contract Term, the Reasonable Time Extension, and Release Order Limitations. Neither Independent NAPA Auto Parts Store Owner nor THE STATE OF WEST VIRGINIA will be liable to the other for damages arising out of proper termination of the Agreement in accordance with the provisions of this Section. The obligation of THE STATE OF WEST VIRGINIA to pay undisputed amounts due and owing for Services completed hereunder prior to the date of termination and expenses incurred in accordance with this agreement prior to such date shall survive termination.

5. BENEFICIARIES OF INDEPENDENT OWNER AGREEMENT. Independent NAPA Auto Parts Store Owner expressly acknowledges and agrees that "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from the Contract are, and shall be, direct beneficiaries of the Contract, thereby allowing "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchased from the Contract to enforce their rights and remedies against an Independent NAPA Auto Parts Store Owner directly as if "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract had signed this Independent Owner Agreement themselves.

6. PRICING. THE STATE OF WEST VIRGINIA DICTATES THAT PRICING WILL REMAIN FIRM FOR THE LENGTH OF THE CONTRACT (See Section 6, Page 7 in the Contract). Therefore, Independent NAPA Auto Parts Store Owner agrees to sell "Agencies" of THE STATE OF WEST VIRGINIA and Political Subdivisions who legally purchase from this contract at the nationally supported price profile of 19965. This profile price will represent a ceiling price that Independent Owner will not exceed. Independent Owner may charge under the price for any given part classified as part of the normal product offered from Genuine Parts Company, but not above the profile price. In addition, Independent Owner agrees to follow the express written and oral direction as set forth by NAPA Charleston in regards to increasing discount percentages on a Category and Group Code basis. The direction provided by NAPA Charleston has the sole aim to ensure that the Independent Owner's store(s) remain in compliance with this section. The Independent NAPA Auto Parts Store Owner understands and agrees that the DC will have the capability to bill back any discrepancies brought forth by the State.

7. REGISTRATION. Prior to performing any Independent Owner Services, Independent NAPA Auto Parts Store Owner must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable (See Section 14, Page 10 in the Contract).

8. TAXES. Independent NAPA Auto Parts Store Owner shall pay any applicable sales, use, personal property or any other taxes arising out of the Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes (See Section 23, Page 11 in the Contract).

9. COMPLIANCE. Independent NAPA Auto Parts Store Owner shall comply with all applicable federal, state, and local laws, regulations and ordinances, including and not limited to the payment of all taxes due The State of West Virginia in accordance with all applicable federal, state, and local laws, regulations and ordinances. By signing this Independent NAPA Auto Parts Store Owner Agreement, Independent NAPA Auto Parts Store Owner acknowledges that they have reviewed, understand, and will comply with all applicable laws (See Section 28, Page 11 in the Contract).

10. PURCHASING AFFIDAVIT. In accordance with West Virginia Code §5A-3-10a, all Independent NAPA Auto Parts Store Owners are required to sign, notarize and submit the Purchasing Affidavit (which



NAPA Response to Request for Quotation #MVPRT14

will be provided to the Independent Owner) stating that the Independent Owner does not owe a debt to the State of West Virginia in excess of \$1,000 (See Section 47, page 15 in the Contract).

11. SEPARATE LIABILITIES. The Independent NAPA Auto Parts Store Owner shall be independently responsible for complying with the terms and conditions of this agreement. Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC does not manage, control, own or operate the Independent NAPA Auto Parts Store Owner. Furthermore, Independent NAPA Auto Parts Store Owner acknowledges and agrees that GPC is not a guarantor of the Independent NAPA Auto Parts Store Owner, and GPC is not responsible for the liabilities, debts, duties and obligations of the Independent Owner.

IN WITNESS WHEREOF, Independent NAPA Auto Parts Store Owner has caused this Agreement to be executed by its duly authorized corporate officers or agents as of the date first written above. Execution by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

INDEPENDENT NAPA AUTO PARTS STORE OWNER

Signature Date

Name and Title of Signer
(Type or Print)

INDEPENDENT NAPA AUTO PARTS STORE OWNER INFORMATION

Legal Status: Corporation Partnership Sole Proprietor

Independent Owner Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Contact Name: _____

Email Address: _____

Federal Tax ID #: _____