



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with DCS-Central Purchasing.

Contract Title: LIGHT DUTY AUTO PARTS

Statewide Contract #: SW307A WSCA

Contract Issuance Date: JULY 16, 2012

Total Number of Vendors: 3 (For details see: Vendor Information Sheet)

Contract Period: JULY 16, 2012 THROUGH DECEMBER 31, 2012

Agreement Period: JULY 16, 2012 THROUGH DECEMBER 31, 2014

Authorized Users: State Departments, Boards, Commissions, Agencies, Institutions, Counties, School Districts and Municipalities

Contract Priority: NonMandatory

Type of Contract: WSCA MultiState

DCS-CP Contact: Theresa Johnson
Title: Contracting Officer

Phone: 1 - 405 - 521 - 2289
Fax: 1 - 405 - 521 - 4475
Email: Theresa.johnson@osf.ok.gov



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendors Information

Vendor Name: OREILLY AUTOMOTIVE STORES INC.

Vendor ID#: 000022443 #0002

Vendor Address: Address:

City:

State:

Zip Code:

Contact Person Name:

Phone #: 1 - - -

Title:

Fax #: 1 - - -

Email:

Website:

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 00000000000000000003235

Delivery:

Minimum Order: NONE

P/Card Accepted: ☒ Yes ☐ No

Other: See attached participating addendums

Vendor Name: NAPA AUTO PARTS

Vendor ID#: 0000071553 #0011

Vendor Address: Address:

City:

State:

Zip Code:

Contact Person Name:

Phone #: 1 - - -

Title:

Fax #: 1 - - -

Email:

Website:

Authorized Location: ☐ Locations listing attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 00000000000000000003236

Delivery:

Minimum Order: NONE

P/Card Accepted: ☒ Yes ☐ No

Other: See attached participating addendums

0000172742

Vendor Name: AUTOZONE STORES, INC.

Vendor ID#: #00010

Vendor Address: Address:

City:

State:

Zip Code:

Contact Person Name:

Phone #: 1 - - -

Title:

Fax #: 1 - - -

Email:

Website:

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 00000000000000000003237

Delivery:

Minimum Order: NONE

P/Card Accepted: ☒ Yes

☐ No

Other: See attached participating addendums



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
**Master Price Agreement
User Instructions
Supplement 1**

CONTRACT NUMBERS:	5-09-99-28 THROUGH 5-09-99-31
CONTRACTOR(S):	AUTOZONE, NAPA AUTO PARTS, BUCK'S OFF ROAD AND AUTOMOTIVE SUPPLY , O'REILLY AUTO PARTS
PRODUCTS/SERVICES:	LIGHT DUTY AUTO PARTS
CONTRACT TERM:	April 30, 2010 thru April 29, 2012
DISTRIBUTION LIST:	POSTED ELECTRONICALLY ON DGS/PD/MASTER AGREEMENT/ INTERNET WEB PAGE; WSCA WEBSITE

1. AutoZone has been added to this contract. See attached pages for information.
2. Contact information for NAPA Auto Parts has been temporarily changed. The temporary contact information is:

Jim Weaver, Major Account Fleet Sales Manager
Phone: (770) 661-8664
Fax: (770) 859-2920
Jim.weaver@genpt.com

3. The new webpage directly to Auto Parts is
<http://www.documents.dgs.ca.gov/pd/masters/AutoParts/AutoParts.pdf>
4. All other Terms and Conditions remain the same.

<signature on file>
Peggy Adams, Supervisor, Multiple Award Program

September 30, 2010
Effective Date

**MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS**

ATTACHMENT A

CONTRACT ORDERING INFORMATION

Contractor Name	AutoZone
Contract Number	5-09-99-28
Contract Term Dates	4/30/2010 through 4/29/2013
Master Price Agreement	http://www.documents.dgs.ca.gov/pd/masters/AutoParts/AutoParts.pdf
A General Provisions (Non-IT Goods) dated 4/12/2007	http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf
Ordering Address	AutoZone 123 South Front Street Memphis, TN 38103
Contact	Chuck Helmer
Phone	619-549-6549
Fax	901-495-8248
Email	Chuck.helmer@autozone.com
Contractor Ownership Information	AutoZone is a large business enterprise.
Payment Terms	Net 45 days
FEIN	13-3440178
CAL-Card Accepted	AutoZone accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	<ul style="list-style-type: none">• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable• Orders outside 30 mile radius are only free delivery if order is above \$150.00. Special order items may have additional charges.
Web Address	www.autozonepro.com/ca

**MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS**

ATTACHMENT B
AutoZone
Minimum Price Discount
(Discount off of list price)

These are minimum price discounts. Discounts may be higher on the webpage but not lower than contract discount.

CATE GORY	DESCRIPTION	PRICING DISCOUNT
1	AIR CONDITIONING	50%
2	ALTERNATORS AND STARTERS	50%
3	BATTERIES	50%
4	BEARINGS, BALL AND ROLLER	50%
5	BELTS AND HOSES	50%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	50%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS, OIL, GAS, AIR, AND TRANS	50%
11	GASKETS AND SEALS	50%
12	HEATING AND COOLING (ENGINE)	50%
13	LAMPS AND LIGHTING AND MIRRORS	50%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	50%
15	PUMPS, FUEL AND WATER	50%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	50%
17	WIPERS/WASHERS	50%
18	WINTER ACCESSORIES	50%



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000172742
AUTOZONE
 1801 PRINCE MEADOW DR
 COLLEYVILLE TX 76034

Contract ID			Page	
00000000000000000000000000003237			1 of 3	
Contract Dates		Currency	Rate Type	Rate Date
07/16/2012 to 04/29/2013		USD	CRRNT	PO Date
Description:			Contract Maximum	
From Req ID - 5800001819			0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	43202221 / AIR CONDITIONING Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
2	26101302 / ALTERNATORS AND STARTERS Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
3	26111703 / BATTERIES Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
4	25172001 / BEARING, BALL AND ROLLER Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
5	43202221 / BELTS AND HOSES Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
6	25171702 / BRAKES Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
7	25173900 / ELECTRICAL AND IGNITION Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
8	25173900 / EMISSIONS AND EXHAUST	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Unauthorized



Dispatch via Print

Vendor ID 0000172742
AUTOZONE
 1801 PRINCE MEADOW DR
 COLLEYVILLE TX 76034

Contract ID			Page	
00000000000000000000000000003237			2 of 3	
Contract Dates		Currency	Rate Type	Rate Date
07/16/2012 to 04/29/2013		USD	CRRNT	PO Date
Description:			Contract Maximum	
From Req ID - 5800001819			0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Open Amt
	Pricing discount - 50%				
	Contract Base Pricing	0.10000	EA	00010	
9	25173900 / ENGINE AND DRIVE TRAIN Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
10	40161500 / FILTERS, OIL, GAS, AIR, AND TRANS Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
11	31401500 / GASKETS AND SEALS Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
12	43202221 / HEATING AND COOLING (ENGINE) Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
13	25172900 / LAMPS AND LIGHTING AND MIRRORS Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
14	15121501 / OILS, AND LUBRICANTS REGULAR AND SYNTHETIC Pricing discount - 50%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	00010	
15	40151500 / PUMPS, FUEL AND WATER	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Unauthorized



Dispatch via Print

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Pricing discount - 50%				
	Contract Base Pricing	0.10000	EA	00010	
16	25172001 / SUSPENSION, SHOCKS, STRUTS AND STEERING	1.00	0.00	0.00	0.00
	Pricing discount - 50%				
	Contract Base Pricing	0.10000	EA	00010	
17	25171500 / WIPERS/WASHERS	1.00	0.00	0.00	0.00
	Pricing discount - 50%				
	Contract Base Pricing	0.10000	EA	00010	
18	25171602 / WINTER ACCESSORIES	1.00	0.00	0.00	0.00
	Pricing discount - 50%				
	Contract Base Pricing	0.10000	EA	00010	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Unauthorized

WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR Automobile Parts
Between
The State of Oklahoma and AutoZone Stores, Inc.

This Participating Addendum will add the State of Oklahoma as a Participating State to purchase from the WSCA Price Agreement, Number MA 05-09-99-28, with AutoZone Stores, Inc ("Contractor").

Contract Period:

The WSCA/State of California Contract Period for Contract 5-09-99-28 is April 30, 2010 through April 29, 2013. Upon mutual written agreement by both parties, the Oklahoma contract period is Date of Award through April 29, 2013.

Renewal:

The Oklahoma participating addendum and any resulting contract may be renewed under the same terms and conditions for an additional one (1) year period of time if the WSCA/State of California contract is so extended. A total of two (2) consecutive renewals are possible by the WSCA/State of California agreement.

1. Scope.

This participating addendum is entered into by the State of Oklahoma Central Purchasing Division of the Department of Central Services on behalf of authorized users of the State of Oklahoma.

2. Changes.

2.1 Modification of item: CAL-Card Accepted is hereby deleted and replaced as follows: State of Oklahoma purchase card (P-card) and the State of Oklahoma Fleet Card. Payments made using the purchase card are eligible for any prompt payment discount or any other discount authorized by the WSCA/State of California contract. The contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

2.2 In accordance with this participating addendum, terms and conditions specific to Oklahoma are hereby added.

2.3 Contract Management Fee.

As empowered by State Statue §85.33 A & B, the Department of Central Services imposes, and Contractor agrees to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the supplier, to DCS, Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting". The contract management fee check should be sent to:

Personal or Common Carrier Delivery:
Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116
Oklahoma City, OK 73105
Attention: Theresa Johnson

U.S. Postal Delivery:
Department of Central Services, Central Purchasing
PO Box 528803
Oklahoma City, OK 73152-8803
Attention: Theresa Johnson

Payment(s) shall be made in accordance with the following schedule:

Period End	Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

Contract Usage Reporting Requirements.

Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

Contractor should submit reports quarterly. The report shall be received within 30 calendar days following the reporting period described herein.

The template in Excel (The Excel template) format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:

- Name of Agency / Institution / Municipality / Public Body making the purchase
- Purchase Order Number
- Purchasing card purchase? (Y/N)
- Order date
- Invoice number
- Invoice date
- Manufacturer Name
- Manufacturer SKU or Product Code
- Contractor Product Number
- Product Description
- Product Unit of Measure (UOM)
- Number of Items per UOM
- Quantity of UOM Ordered
- Unit Price
- Manufacturer's List Price
- Extended Price

Reports shall be submitted quarterly regardless of quantity.

Usage Reports shall be sent electronically to: Theresa_Johnson@dcs.state.ok.us, within 30 calendar days upon completion of performance quarter period cited below.

Contract quarterly reporting periods shall be:

January 1 through March 31
April 1 through June 30
July 1 through September 30
October 1 through December 31

Failure to provide usage reports shall result in cancellation or suspension of contract.

2.4 Funding Clause.

The terms of any contract resulting from this participating addendum and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the participating addendum or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

2.5 Jurisdiction or Venue.

Venue for any action, claim, dispute or litigation relating in any way to any contract resulting from this participating addendum shall be in Oklahoma County, Oklahoma.

2.6 Audit and Records.

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. On forming any contract with the State, Contractor agrees any pertinent State or Federal agency will have the right, at reasonable times and places, to examine and audit all records relevant to execution of the resultant contract.

(b) Contractor is required to retain all records relative to any contract resulting from this participating addendum for 6 years. If an audit, litigation, or other action involving such records are started during the 6-year period, the records are required to be maintained until all issues arising out of the action are resolved.

2.7 Ordering.

Any supplies and/or services to be furnished under a contract resulting from this participating addendum shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this participating addendum. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this participating addendum and the WSCA Master Agreement shall not be added to or incorporated into this participating addendum or the WSCA Master Agreement by any purchase order or otherwise. Any order dated prior to

expiration of the relevant contract resulting from this participating addendum shall be performed. In the event of conflict between a purchase order and this participating addendum, the participating addendum shall have precedence.

2.8 Invoices.

(a) Contractor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. Contractor shall be the only office authorized to receive orders, invoice and receive payment. If Contractor wishes to ship or provide service from a point other than the address listed on the face of the participating addendum, it will furnish a list of these locations to the Oklahoma Central Purchasing Division of the Department of Central Services. No ordering or invoicing will be done at these locations.

(b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

2.9 Invoicing and Payment.

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

2.10 Purchase Card.

The state of Oklahoma may make payments for delivery order by using the State of Oklahoma purchase card (P-card) and the State of Oklahoma Fleet Card. Payments made using the purchase card are eligible for any prompt payment discount or any other discount authorized by the WSCA/State of California contract. Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, Contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

2.11 F.O.B. Destination.

All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of Contractor until accepted by the ordering agency. Contractor shall be responsible for filing, processing and collecting all damage claims.

2.12 Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this participating addendum or the resultant contract. All modifications to this participating addendum and any contract resulting therefrom must be made in writing by the Central Purchasing Division.

2.13 State and Federal Taxes.

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

2.14 Termination of Participating Addendum and Resultant Contracts.

- (a) This participating addendum and any resultant contract can be canceled by Contractor with or without cause with 30 day's written notification to, which is acknowledged by Central Purchasing; provided, however, that such acknowledgement shall not be unreasonably withheld or delayed.
- (b) The State may cancel this participating addendum and any resultant contract with just cause upon written notification to Contractor or without cause upon 30 days' written notification to Contractor.
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this participating addendum or any resultant contract is terminated, the State shall be liable only for payment under the payment provisions thereof for supplies and/or services rendered before the effective date of termination.

2.15 Product Acceptability.

Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted, unless remanufactured products are specifically ordered by the ordering authority.

3. Lease Agreements: NONE

4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:

Theresa Johnson, CPO
Contracting Officer
Telephone: 405-521-2289
Fax: 405-522-1078
E-mail: theresa_johnson@dcs.state.ok.us

Central Purchasing Division

(Personal or common Carrier Delivery)
2401 N. Lincoln Blvd. Suite 116
Oklahoma city, OK 73105

(US Post Service Delivery)
P.O. Box 528803
Oklahoma City, OK 73152

5. **Subcontractors:** May be allowed as authorized by the WSCA/State of California agreement.
6. **Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: MA 05-09-99-28.
7. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.
8. **Order of Precedence:** The parties acknowledge and agree that:
- (a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and
- (b) This §8 specifically supercedes §5 of the WSCA Master Agreement

This Participating Addendum and the WSCA Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: Central Purchasing Division

By: 

Name: Scott Schlotthauer

Title: State Purchasing Director

Date: 7/12, 2012

Contractor: AutoZone Stores, Inc.

By: 

Name: **David Goudge**
VP, Commercial

Title:

Date: 7/3/12

Contractor: AutoZone Stores, Inc.

By: 

Name: **LARRY ROESEL**
SVP, Commercial

Title:

Date: 7-9-12

APPROVED AS TO LEGAL FORM
R. B. Houlihan 
6-29-12



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California Master Price Agreement User Instructions

CONTRACT NUMBERS:	5-09-99-29 THROUGH 5-09-99-31
CONTRACTOR(S):	NAPA AUTO PARTS, B.O.R.A.S. aka BUCK'S OFF ROAD AND AUTOMOTIVE SUPPLY , O'REILLY AUTO PARTS
PRODUCTS/SERVICES:	LIGHT DUTY AUTO PARTS
CONTRACT TERM:	April 30, 2010 thru December 31, 2012
DISTRIBUTION LIST:	POSTED ELECTRONICALLY ON DGS/PD/MASTER AGREEMENT/ INTERNET WEB PAGE; WSCA WEBSITE

The most current User Instructions and State of California General Provisions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following User Instructions, RFP 57224 and California General Provisions for Non-IT Commodities.

1. OVERVIEW

The purpose of this Master Price Agreement is to provide a purchasing vehicle for Light Duty Auto Parts for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10298 & 10299.

While the State of California makes this Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this Master Price Agreement is consistent with its procurement policies and regulations.

In addition to the State of California, this Master Price Agreement will also be utilized by the Western States Contracting Alliance (WSCA) and be available to the National Association of State Procurement Officials (NASPO).

<signature on file>

Jeff Uyeda, Manager, Multiple Award Program

April 30, 2010

Effective Date

**MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS**

2. STATE OF CALIFORNIA, PROCUREMENT DIVISION, CONTACT

Department of General Services, Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor
West Sacramento, CA

Contact: Eileen Tardiff
Phone: 916/375-4390
Fax: 916/375-4663
E-Mail: eileen.tardiff@dgs.ca.gov

3. CONTRACT INFORMATION

See Attachment A for awarded contractors and contract Terms and Conditions.

4. CONTRACT TERM

The contract term for the contract is April 30, 2010 through December 31, 2012. In addition, the contract allows for two (2) one (1) year extensions.

5. GUIDELINES/RULES

- a. Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, State Contracting Manual, Volume 2 (SCM 2) and California Codes.
- b. State and local government agency use of this Master Price Agreement is optional.
- c. It is highly recommended that State agencies/users receive three offers before purchasing from this contract. Web quotes are acceptable. If purchasing other than low price, it is recommended that a written justification be added to the file to substantiate "best value" decision.

6. DOLLAR THRESHHOLDS (Local Governments are Exempt)

- Master Price Agreement Program Limitation: \$500,000.
- All orders are subject to most current Management Memo (Currently MM 08-05), or whichever Management Memo is in effect at the time a purchase order is issued.
- Agencies are reminded that prices offered through this MPA are not to exceed dollar limits. Companies may offer lower pricing depending on the order.

Go to the DGS website www.dgs.ca.gov and click on "Publications", SAM management memos to obtain a copy of the most current management memo (currently MM 08-05 including supplements). Exempt entities are not subject to these order limits.

7. PRICING

Agencies should contact the contractor to see if there is a large quantity discount available. Please contact the contractor for additional information. See Attachment B for pricing.

**MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS**

8. METHODS OF PURCHASING

a. CAL-Card

All vendors on this Master Purchase Agreement will accept payment by CAL Card. When using a CAL Card, State agencies must follow the Cal Card rules and guidelines of use. If using Cal Card, please refer to your department's Cal Card Guidelines. STD. 65's are not required for every CAL-Card purchase (see SB 828 broadcast dated march 13, 2006 for guidelines of requirements for STD. 65 purchases when using CAL-Card).

b. Purchasing Authority Purchase Order (STD. 65)

If using a STD. 65 for purchases:

- **THE MASTER PRICE AGREEMENT CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.**
- Local governments may, in lieu of the State's Purchase Order (STD. 65), use their own purchase order document.
- Electronic copies of the State standard forms can be found at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms). Direct link to the STD. 65: <http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf>
- The ordering agency defines the project scope to determine which goods and related services are needed, and check the electronic catalog for pricing. Then the ordering state agency completes a purchase order including all pertinent information for each individual order issued against the Agreement and sends the STD. 65 to the selected Contractor. NOTE: CAL-Card (procurement card; i.e. visa) orders are also accepted.
- As a hard copy catalog is not available, you must print a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

9. ON-LINE ORDERING

Each supplier has a special website for this contract that reflects its discounts. Each website is password protected. Please see attachment A for website details.

10. PURCHASE ORDER DISTRIBUTION

For state agencies, copies of the STD. 65 do not have to be submitted to DGS. The State will be capturing all purchases from this contract with a highly detailed quarterly usage report from each supplier. In addition, the supplier will remit 1% of all spend to DGS. DGS does not collect fees from State agencies.

**MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS**

11. PAYMENTS AND INVOICES

a. Payment Terms

See Master Price Agreement Contract Information (Attachment A) for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Local government agencies may make payments according to their statutory requirements.

b. Payee Data Record (STD. 204)

Each state accounting office must have a copy of the Payee Data Record (STD. 204) in order to process payment of invoices. Agencies should forward a copy of the STD. 204 to their accounting office(s). Without the STD. 204, payment may be unnecessarily delayed.

12. TERMINATION

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the Master Price Agreement concerning failure to perform or upon mutual consent.

13. DGS ADMINSTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

14. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

NAPA Auto Parts is a Large Business which has many California Certified Small Businesses and/or DVBE's. Purchases from these stores can be used toward your State goals. Contact the NAPA Auto Parts store of your choice to see if it is a Certified Small Business/DVBE.

15. RESTOCKING FEES, CORE CHARGES, WARRANTIES

For information concerning items such as restocking fees, core charges/exchanges and warranties, refer to Section 6 of the RFP 57224. Available at <http://www.pd.dgs.ca.gov/masters/default.htm>

**MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS**

Contractor Name	O'Reilly Auto Parts
Contract Number	5-09-99-31
Contract Term Dates	4/30/2010 through 12/31/2012
Master Price Agreement	http://www.pd.dgs.ca.gov/masters/default.htm
CA General Provisions (Non-IT Goods) dated 4/12/2007	http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf
Ordering Address	O'Reilly Auto Parts 233 S. Patterson Springfield, MO 65801
Contact	Doug Bennett
Phone	417-874-7131
Fax	800-925-0899
Email	Installer_pricing@oreillyauto.com
Contractor Ownership Information	O'Reilly Auto Parts is a large business enterprise.
Payment Terms	Net 45 days
FEIN	44-0618012
CAL-Card Accepted	O'Reilly accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	<ul style="list-style-type: none"> • Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable • Orders outside 30 mile radius are only free delivery if order is above \$150.00. Special order items may have additional charges.
Web Address	www.firstcallonline.com
Web Instructions	<ol style="list-style-type: none"> 1. Please go to www.firstcallonline.com 2. (For first time purchase) Click on "Registration" and follow instructions 3. Go to "Parts Look Up" column 4. From this point you can look up parts by application, interchange, etc. 5. Please begin with the "cost" column and apply the listed discounts per category. 6. For any technical assistance please call 1-800-934-2451.

MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS

O'Reilly

Minimum Price Discount

NOTE: (Discount off of private website cost column – not list)

These are minimum price discounts. Discounts may be higher on the webpage but not lower than the contract discount.

CATE GORY	DESCRIPTION	PRICING DISCOUNT
1	AIR CONDITIONING	15%
2	ALTERNATORS AND STARTERS	15%
3	BATTERIES	10%
4	BEARINGS, BALL AND ROLLER	20%
5	BELTS AND HOSES	15%
6	BRAKES	15%
7	ELECTRICAL AND IGNITION	15%
8	EMISSIONS AND EXHAUST	15%
9	ENGINE AND DRIVE TRAIN	10%
10	FILTERS, OIL, GAS, AIR, AND TRANS	28%
11	GASKETS AND SEALS	20%
12	HEATING AND COOLING (ENGINE)	10%
13	LAMPS AND LIGHTING AND MIRRORS	15%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	0%
15	PUMPS, FUEL AND WATER	15%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	20%
17	WIPERS/WASHERS	20%
18	WINTER ACCESSORIES	0%



Dispatch via Print

Contract ID			Page	
00000000000000000000000000003235			3 of 3	
Contract Dates		Currency	Rate Type	Rate Date
07/16/2012 to 12/31/2012		USD	CRRNT	PO Date
Description:			Contract Maximum	
From Req ID - 5800001819			0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Order Amt	Maximum / Open Qty	Open Amt
	Pricing Discount - 15%				
	Contract Base Pricing	0.10000	EA	0002	
16	25172001 / SUSPENSION, SHOCKS, STRUTS AND STEERING	1.00	0.00	0.00	0.00
	Pricing Discount - 20%				
	Contract Base Pricing	0.10000	EA	0002	
17	25171500 / WIPERS/WASHERS	1.00	0.00	0.00	0.00
	Pricing Discount - 20%				
	Contract Base Pricing	0.10000	EA	0002	
18	25171602 / WINTER ACCESSORIES	1.00	0.00	0.00	0.00
	Pricing Discount - 0%				
	Contract Base Pricing	0.10000	EA	0002	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Unauthorized

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR Automobile Parts**

Between

The State of Oklahoma and O'Reilly Automotive Stores Inc. dba O'Reilly Auto Parts

This Participating Addendum will add the State of Oklahoma as a Participating State to purchase from the WSCA Price Agreement, Number MA 05-09-99-31, with O'Reilly Automotive Stores dba O'Reilly Auto Parts.

Contract Period:

The WSCA/State of California Contract Period for Contract 5-09-99-31 is April 30, 2010 through April 29, 2013. Upon mutual written agreement by both parties, the Oklahoma contract period is Date of Award through April 29, 2013

Renewal:

The Oklahoma participating addendum and any resulting contract may be renewed under the same terms and conditions for an additional one (1) year period of time if the WSCA/State of California contract is so extended. A total of two (2) consecutive renewals are possible by the WSCA/State of California agreement.

1. Scope:

This contract is entered into by the State of Oklahoma Central Purchasing Division of the Department of Central Services on behalf of authorized users of the State of Oklahoma.

2. Changes:

2.1 Modification of item: CAL-Card Accepted is hereby deleted and replaced as follows: State of Oklahoma purchase card (P-card) and the State of Oklahoma Fleet Card.

2.2 In accordance with Attachment A, terms and conditions specific to Oklahoma are here by added. (see Attachment B BELOW).

2.1 Funding Clause:

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

2.2 Jurisdiction or Venue.

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

2.3 Audit and Records.

- (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. On forming any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. The request shall be made during the normal business hours of 8:00am through 5:00pm, CST (Central Standard Time).
- (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

Invoices.

- (a) The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoice and receive payment. If the bidders

wish to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.

(b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

Invoicing and Payment

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

Purchase Card:

The state of Oklahoma may make payments for delivery order by using the State of Oklahoma purchase card (P-card) and the State of Oklahoma Fleet Card. Payments made using the purchase card are eligible for any prompt payment discount or any other discount authorized by the WSCA/State of California contract. The contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

F.O.B. Destination.

All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

Product Acceptability.

(b) Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

State and Federal Taxes.

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

Contract Management Fee

As empowered by State Statute §85.33 A & B, the Department of Central Services imposes, and suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the supplier, to DCS, Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting". The contract management fee check should be sent to:

Personal or Common Carrier Delivery:
Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116
Oklahoma City, OK 73105
Attention: Theresa Johnson

U.S. Postal Delivery:
Department of Central Services, Central Purchasing
PO Box 528803
Oklahoma City, OK 73152-8803
Attention: Theresa Johnson

Termination of Contract.

- (a) This contract can be canceled by the supplier for just cause with 30 day written request and upon written approval from Central Purchasing.
- (b) The State may cancel with just cause upon written notification to vendor.
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the State shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

Contract Usage Reporting Requirements.

Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

The supplier should submit reports quarterly. If quarterly, the report shall be received within 30 calendar days following the reporting period described herein.

The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:

- Name of Agency / Institution / Municipality / Public Body making the purchase
- Purchase Order Number
- Invoice number
- Invoice date

- Contractor Product Number
- Product Description
- Quantity of UOM Ordered
- Unit Price
- Dealer Price
- Extended Price

Reports shall be submitted quarterly regardless of quantity.

Usage Reports shall be sent electronically to: Theresa_Johnson@des.state.ok.us, within 30 calendar days upon completion of performance quarter period cited below.

Contract quarterly reporting periods shall be: January 1 through March 31; April 1 through June 3; July 1 through September 30, and October 1 through December 31

Failure to provide usage reports shall result in cancellation or suspension of contract.

3. **Lease Agreements:** NONE

4. **Primary Contact:** Participating Entity's primary contact for this Participating Addendum is:

Theresa Johnson, CPO
Contracting Officer
Telephone: 405-521-2289
Fax: 405-522-1078
E-mail: theresa_johnson@des.state.ok.us

Central Purchasing Division
(Personal or common Carrier Delivery)
2401 N. Lincoln Blvd. Suite 116
Oklahoma city, OK 73105

(US Post Service Delivery)
P.O. Box 528803
Oklahoma City, OK 73152

5. **Subcontractors:** May be allowed as authorized by the WSCA/State of California agreement.

6. **Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: W28-2008.

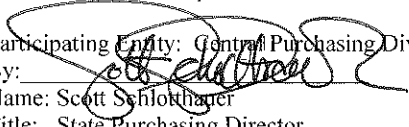
7. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

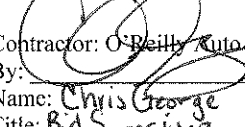
8. **Order of Precedence:** The parties acknowledge and agree that:

- (a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and
- (b) This §8 specifically supercedes §5 of the WSCA Master Agreement

This Participating Addendum and the WSCA Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: Central Purchasing Division
By: 
Name: Scott Schlotthauer
Title: State Purchasing Director
Date: 7/12/2012

Contractor: O'Reilly Auto Parts
By: 
Name: Chris George
Title: Bid Supervisor
Date: 7/9/12

**MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS**

ATTACHMENT A

CONTRACT ORDERING INFORMATION

Contractor Name	NAPA Auto Parts
Contract Number	5-09-99-29
Contract Term Dates	4/30/2010 through 12/31/2012
Master Price Agreement	http://www.pd.dgs.ca.gov/masters/default.htm
A General Provisions (Non-IT Goods) dated 4/12/2007	http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf
Ordering Address	NAPA Auto Parts 7150 S. Fulton Street, Ste. 300 Centennial, CO 80112
Contact	Marc Tsutsui
Phone	303-808-9584
Fax	303-623-5143
Email	Marc_Tsutsui@genpt.com
Contractor Ownership Information	NAPA is a large business enterprise with some Small Business/DVBE independents
Payment Terms	Net 45 days
FEIN	58-0254510
CAL-Card Accepted	NAPA accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	<ul style="list-style-type: none"> • Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable • Orders outside 30 mile radius are only free delivery if order is above \$150.00. Special order items may have additional charges.
Web Address	www.napaprolink.com
Web Instructions	<ol style="list-style-type: none"> 1. From your web browser go to www.napaprolink.com 2. Click on "Register" under New User 3. Complete the form and click "Submit" 4. Write down the 10 digit NAPA ProLink ID number you receive immediately after registration. (This number is critical as this is what will link you to your servicing NAPA store) 5. Contact your servicing NAPA store and speak to the Manager or Owner to give them your 10 digit ProLink ID to have them link you to their store. 6. Once your servicing store has you set up in their point-of-sale system, you may login using the username and password you entered during registration and start using NAPA ProLink. <p>If for any reason you encounter any issues during the set up process just call 1-888-SET-NAPA.</p>

**MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS**

**ATTACHMENT B
NAPA
Minimum Price Discount
(Discount off of list price)**

These are minimum price discounts. Discounts may be higher on the webpage but not lower than contract discount..

****Note:** Many California NAPA stores are Certified Small Business and/or DVBE. Please contact your local store to ensure this applies. Purchases can be used toward State agency Small Business/DVBE participation goals.

CATE GORY	DESCRIPTION	PRICING DISCOUNT
1	AIR CONDITIONING	30%
2	ALTERNATORS AND STARTERS	30%
3	BATTERIES	25%
4	BEARINGS, BALL AND ROLLER	33%
5	BELTS AND HOSES	40%
6	BRAKES	27%
7	ELECTRICAL AND IGNITION	32%
8	EMISSIONS AND EXHAUST	40%
9	ENGINE AND DRIVE TRAIN	23%
10	FILTERS, OIL, GAS, AIR, AND TRANS	60%
11	GASKETS AND SEALS	22%
12	HEATING AND COOLING (ENGINE)	35%
13	LAMPS AND LIGHTING AND MIRRORS	28%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	20%
15	PUMPS, FUEL AND WATER	26%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	33%
17	WIPERS/WASHERS	30%
18	WINTER ACCESSORIES	20%



Dispatch via Print

Vendor ID 0000071553
GENUINE PARTS COMPANY INC
2801 W RENO AVE
OKLAHOMA CITY OK 73107-6845

Contract ID			Page	
00000000000000000000000000003236			1 of 3	
Contract Dates		Currency	Rate Type	Rate Date
07/16/2012 to 12/31/2012		USD	CRRNT	PO Date
Description:			Contract Maximum	
From Req ID - 5800001819			0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order		Maximum / Open	
		Qty	Amt	Qty	Amt
1	43202221 / AIR CONDITIONING Pricing discount - 30%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	0011	
2	26101302 / ALTERNATORS AND STARTERS Pricing discount - 30%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	0011	
3	26111703 / BATTERIES Pricing discount - 25%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	0011	
4	25172001 / BEARING, BALL AND ROLLER Pricing discount - 33%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	0011	
5	43202221 / BELTS AND HOSES Pricing discount - 40%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	0011	
6	25171702 / BRAKES Pricing discount - 27%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	0011	
7	25173900 / ELECTRICAL AND IGNITION Pricing discount - 32%	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.10000	EA	0011	
8	25173900 / EMISSIONS AND EXHAUST	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Unauthorized



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000071553
GENUINE PARTS COMPANY INC
2801 W RENO AVE
OKLAHOMA CITY OK 73107-6845

Contract ID 0000000000000000000000003236			Page 2 of 3	
Contract Dates 07/16/2012 to 12/31/2012		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 5800001819			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Pricing discount - 40%				
	Contract Base Pricing 0.10000 EA 0011				
9	25173900 / ENGINE AND DRIVE TRAIN Pricing discount - 23%	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.10000 EA 0011				
10	40161500 / FILTERS, OIL, GAS, AIR, AND TRANS Pricing discount - 60%	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.10000 EA 0011				
11	31401500 / GASKETS AND SEALS Pricing discount - 22%	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.10000 EA 0011				
12	43202221 / HEATING AND COOLING (ENGINE) Pricing discount - 35%	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.10000 EA 0011				
13	25172900 / LAMPS AND LIGHTING AND MIRRORS Pricing discount - 28%	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.10000 EA 0011				
14	15121501 / OILS, AND LUBRICANTS REGULAR AND SYNTHETIC Pricing discount - 20%	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.10000 EA 0011				
15	40151500 / PUMPS, FUEL AND WATER	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Unauthorized



Dispatch via Print

Contract ID	Page		
00000000000000000000000003236	3 of 3		
Contract Dates	Currency	Rate Type	Rate Date
07/16/2012 to 12/31/2012	USD	CRRNT	PO Date
Description:		Contract Maximum	
From Req ID - 5800001819		0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Cat CD / Item ID / Item Desc	Minimum Order Qty	Order Amt	Maximum / Open Qty	Open Amt
	Pricing discount - 26%				
	Contract Base Pricing	0.10000	EA	0011	
16	25172001 / SUSPENSION, SHOCKS, STRUTS AND STEERING	1.00	0.00	0.00	0.00
	Pricing discount - 33%				
	Contract Base Pricing	0.10000	EA	0011	
17	25171500 / WIPERS/WASHERS	1.00	0.00	0.00	0.00
	Pricing discount - 30%				
	Contract Base Pricing	0.10000	EA	0011	
18	25171602 / WINTER ACCESSORIES	1.00	0.00	0.00	0.00
	Pricing discount - 20%				
	Contract Base Pricing	0.10000	EA	0011	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Unauthorized

WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR Automobile Parts
Between
The State of Oklahoma and NAPA Auto Parts

This Participating Addendum will add the State of Oklahoma as a Participating State to purchase from the WSCA Price Agreement, Number MA 05-09-99-29, with NAPA Auto Parts.

1. Scope:

This contract is entered into by the State of Oklahoma Central Purchasing Division of the Department of Central Services on behalf of authorized users of the State of Oklahoma.

2. Changes:

2.1 Modification of item: CAL-Card Accepted is hereby deleted and replaced as follows: State of Oklahoma purchase card (P-card) and the State of Oklahoma Fleet Card.

2.2 In accordance with Attachment A, terms and conditions specific to Oklahoma are here by added. (see Attachment B).

3. Lease Agreements: NONE

4. Primary Contact: Participating Entity's primary contact for this Participating Addendum is:

Theresa Johnson, CPO
Contracting Officer
Telephone: 405-521-2289
Fax: 405-522-1078
E-mail: theresa_johnson@dcs.state.ok.us

Central Purchasing Division

(Personal or common Carrier Delivery)
2401 N. Lincoln Blvd. Suite 116
Oklahoma city, OK 73105

(US Post Service Delivery)
P.O. Box 528803
Oklahoma City, OK 73152

5. Subcontractors: May be allowed as authorized by the WSCA/State of California agreement.

6. Price Agreement Number: All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: W28-2008.

7. Purchase Orders: All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. Order of Precedence: The parties acknowledge and agree that:

- (a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and
- (b) This §8 specifically supercedes §5 of the WSCA Master Agreement

This Participating Addendum and the WSCA Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

Contract Period:

The WSCA/State of California Contract Period for Contract period for Contract
5-09-99-28 Auto Zone - Date of award through 4-29-2012
5-09-99-29 NAPA – Date of award through 12-31-2012
5-09-99-30 BORAS – Date of award through 12-31-2012
5-09-00-31 O'Reilly – Date of award through 12-31-2012,
and an option to renew for two (2) additional one (1) year periods.

Renewal:

Upon mutual written agreement by both parties, the Oklahoma contract period is Date of Award through December 31, 2012. The Oklahoma contract may be renewed under the same terms and conditions for additional one (1) year periods of time. A total of two (3) consecutive renewals are possible by the WSCA/State of California agreement.

Funding Clause:

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

Jurisdiction or Venue.

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

Audit and Records.

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. On forming any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.

(b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

Invoices.

(a) The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoice and receive payment. If the bidders wish to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.

(b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

Invoicing and Payment

Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

Purchase Card:

The state of Oklahoma may make payments for delivery order by using the State of Oklahoma purchase card (P-card) and the State of Oklahoma Fleet Card. Payments made using the purchase card are eligible for any prompt payment discount or any other discount authorized by the WSCA/State of California contract. The contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item in accordance with other contract requirements, the contractor shall immediately credit a cardholder's account for items returned as defective or faulty.

F.O.B. Destination.

All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

Product Acceptability.

(b) Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

State and Federal Taxes.

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

Contract Management Fee

As empowered by State Statue §85.33 A & B, the Department of Central Services imposes, and suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the supplier, to DCS, Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting". The contract management fee check should be sent to:

Personal or Common Carrier Delivery:
Department of Central Services, Central Purchasing
Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116
Oklahoma City, OK 73105
Attention: Theresa Johnson

U.S. Postal Delivery:
Department of Central Services, Central
PO Box 528803
Oklahoma City, OK 73152-8803
Attention: Theresa Johnson

Termination of Contract.

(a) This contract can be canceled by the supplier for just cause with 30 day written request and upon written approval from Central Purchasing.

(b) The State may cancel with just cause upon written notification to vendor.

- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the State shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

Contract Usage Reporting Requirements.

Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

The supplier should submit reports quarterly. If quarterly, the report shall be received within 30 calendar days following the reporting period described herein.

The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:

- Name of Agency / Institution / Municipality / Public Body making the purchase
- Purchase Order Number
- Purchasing card purchase? (Y/N)
- Order date
- Invoice number
- Invoice date
- Manufacturer Name
- Manufacturer SKU or Product Code
- Contractor Product Number
- Product Description
- Product Unit of Measure (UOM)
- Number of Items per UOM
- Quantity of UOM Ordered
- Unit Price
- Manufacturer's List Price
- Extended Price

Reports shall be submitted quarterly regardless of quantity.

Usage Reports shall be sent electronically to: Theresa_Johnson@dcs.state.ok.us, within 30 calendar days upon completion of performance quarter period cited below.

Contract quarterly reporting periods shall be:

January 1 through March 31
April 1 through June 30
July 1 through September 30
October 1 through December 31

Failure to provide usage reports shall result in cancellation or suspension of contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: Central Purchasing Division

By: Scott Schlotthauer

Name: Scott Schlotthauer

Title: State Purchasing Director

Date: March 21, 2012

Contractor: NAPA Auto Parts

By: Dennis Toliuar

Name: DENNIS TOLIUAR

Title: VP MGMT ACCOUNTS

Date: 6-20-12

Hagan
Steve Hagan
Dep. State Purchasing Director