Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS	Supplier Contract No.		SC-00005017	
City & County of Denver	Date:	04/20/2023	Revision No.	2
Purchasing Division	Payment Terms	NET 30	Ordinance (as applicable):	CR20-0769
201 West Colfax Avenue, Dept. 304	Freight Terms	DESTINATION		
Denver, CO 80202	Ship Via	BEST WAY		
United States	Buyer:	Scott Harris		
Phone: 720-913-8100 Fax: 720-913-8101	Phone:	720 9138154		

Vendor ID: 0000015060 Phone: 303 289 6711 Email: Joshua.zimmerman@napastore.com

GENUINE PARTS CO dba NAPA DENVER
2101 E HIGHWAY 224
DENVER, CO 80224
Attn: Joshua Zimmerman
Colorado Secretary of State ID:20161158983
U.S. Federal SAM Registry Verification Date: 06/26/2020

Ship To: Multiple City Locations

Bill To: As Specified by Agency

1. **Goods/Services:**
Genuine Parts Co dba NAPA Auto Parts, a Corporation in the State of Georgia, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.
2. **Ordering:**
The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Agreement for purposes of such Order only.
3. **Pricing:**
The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.
4. **Initial Term and Extension or Renewal:**
The effective period of this Master Purchase Order shall be from date of City signature to and including **June 30, 2023**. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.
5. **Non-Exclusive:**
This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
6. **Inspection and Acceptance:**
City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.
7. **Shipping, Taxes and Other Credits and Charges:**
All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.
8. **Risk of Loss:**
Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. **Invoice:**
Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. **Payment:**
Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of **Two Million Eight Hundred Thousand dollars and zero cents ($2,800,000.00)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. **Amendments/Changes:**
Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. **Warranty:**
Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used and that any professional services associated with the goods, or standalone professional services under $10,000, shall be performed in a workmanlike and professional manner with the degree of skill and judgment normally exercised by recognized professionals performing services of the same or substantially similar nature. For any goods or services which are, or become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall at no expense to City, at City's election and to City's satisfaction, either remedy any and all defects or replace the defective goods within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. **Indemnification/Limitation of Liability:**
Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. **Termination:**
City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. **Interference:**
Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. **Venue, Choice of Law and Disputes:**
Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C.§ 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:
Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:
Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:
Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendre, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:
Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Risk Management reserves the right to require additional policies and/or limits based on agreement scope of work. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Master Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Master Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Master Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Master Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 for each bodily injury occurrence claim, $100,000 for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of $1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Master Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Master Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits(iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits

have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

21. Severability:
If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:
All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:
No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:
Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:
Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:
No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:
Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:
Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:
No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. Advertising and Public Disclosure:
The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

32. MBE/WBE Procurement Goals– Provision for Contracts/Master Purchase Orders:

A. This Agreement [Master Purchase Order] is subject to all applicable provisions of Article V, of Chapter 28, Denver Revised Municipal Code (D.R.M.C.), designated as §§ 28-117 –137 and 28-152 – 28-158, D.R.M.C., (referred to in this Agreement [Master Purchase Order] as the "MBE/WBE/SBE Purchasing Ordinance") and any Rules or Regulations promulgated pursuant thereto. The Contractor [Consultant][Vendor] identified in its bid [proposal] the participating MBE and/or WBE firms that will be used to satisfy the procurement goal, whether as a self-performing bidder or proposer, a subcontractor, or member of a joint venture and a total participation level by such firms of 100%. The procurement goal for MBE/WBE participation established for this Agreement by the Division of Small Business Opportunity (DSBO) is **0 %.**

B. Under §28-132, D.R.M.C., the Contractor [Consultant][Vendor] has an ongoing, affirmative obligation to maintain for the duration of this Agreement [Master Purchase Order], at a minimum, compliance with its originally achieved level of MBE and WBE participation upon which this Agreement [Master Purchase Order] was awarded, unless the City initiates a material alteration to the scope of work affecting MBEs or WBEs performing on this Agreement [Master Purchase Order] through contract amendment or otherwise as set forth in §28-133, D.R.M.C. The Contractor [Consultant][Vendor] acknowledges that:

1. It must establish and maintain records and submit regular reports, as required, which will allow the City to assess progress in achieving the M/WBE participation goal.

2. If any contract modifications are issued under the Agreement [Master Purchase Order], the Contractor [Consultant][Vendor] shall have a continuing obligation to immediately inform DSBO in writing of any agreed upon increase or decrease in the scope of the procurement of such contract, upon any of the bases discussed in §28-133, D.R.M.C., regardless of whether such increase or decrease in scope of the procurement has been reduced to writing at the time of notification.

3. If any contract modifications are issued under the contract, that include an increase in the amount of covered goods or scope of covered services under the Agreement [Master Purchase Order], whether by amendment or otherwise which increases the dollar value of the contract, whether or not such change is within the scope of performance by an M/WBE at the time of contract award, such contract modification shall be immediately submitted to DSBO for notification purposes. Those amendments or other contract modifications that involve a changed scope of goods or services that cannot be performed by existing project subcontractors or by the Contractor [Consultant][Vendor] shall be subject to a goal for M/WBEs equal to the original goal on the contract which was included in the bid or proposal. The Contractor [Consultant][Vendor] Consultant shall satisfy such goal with respect to such changed scope of procurement by soliciting new M/WBEs in accordance with §28-133, D.R.M.C., as applicable, or the Contractor [Consultant][Vendor] must show each element of modified good faith set out in §28-135(d), D.R.M.C. The Contractor [Consultant][Vendor] shall supply to the director the documentation described in §28-135(d), D.R.M.C. with respect to the increased dollar value of the contract [master purchase order].

4. Failure to comply with these provisions may subject the Contractor [Consultant][Vendor] to sanctions set forth in the MBE/WBE/SBE Purchasing Ordinance. Should any questions arise regarding specific circumstances, the Contractor [Consultant][Vendor] must consult the MBE/WBE/SBE Purchasing Ordinance or contact the designated DSBO representative at (720) 913-1999.

33. FEDERAL PROVISIONS:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). **DAVIS-BACON ACT COMPLIANCE** Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Contractor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Contractor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING**. If the Maximum Contract Amount exceeds $100,000, the Contractor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name:	Genuine Parts Co. dba NAPA Denver (Company Name)	**City & County of Denver, Purchasing Division**	
By:	Joshua S Zimmerman (Authorized Signature)	By:	Scott Harris
Print Name:	Joshua S. Zimmerman	Print Name:	Scott Harris
Title:	Manager	Title:	Associate Procurement Analyst
Date:	06/30/2020	Date:	06/30/2020

Supervisor Initial: TS

3.26(e)-This Purchase Order is contingent on Council approval and is void without such action.

EXTENSION / RENEWALS CONT'D: (OPTIONAL)

Extension No. 1

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC) expires on June 30, 2023.

Should you desire to extend this contract to and including June 30,2023 and revise the aggregate amount to $ 1,550,000.00. please return this page with your signature.

Vendor Name: Genuine Parts Co. dba NAPA Denver
(Company Name)

By: Joshua S Zimmerman
(Authorized Signature)

Print Name: Joshua S Zimmerman

Title: Manager

Date: 07/12/2021

City & County of Denver, Purchasing Division

By: Scott Harris

Print Name: Scott Harris

Title: Associate Procurement Analyst

Date: 7/12/2021

Note:

Extension No. 2

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Supplier Contract No. (SC) expires on June 30, 2023.

Should you desire to extend this contract to and including June 30, 2024 and revise the aggregate amount to $ $2,800,000.00. please return this page with your signature.

Vendor Name:

Genuine Parts Co. dba NAPA Denver
(Company Name)

By: Joshua S Zimmerman
(Authorized Signature)

Print Name: Joshua S Zimmerman

Title: Manager

Date: 4/20/23

City & County of Denver, Purchasing Division

By: Scott Harris

Print Name: Scott Harris, NIGP-CPP

Title: Senior Buyer

Date: 4/20/2023

EXHIBIT “A”

Vendor: Genuine Parts Co. dba NAPA Denver
Title: Aftermarket Auto Parts
Solicitation No.: 0010A2020

It is recommended that you use your Supplier Contract No. SC-00005017, in all future correspondence and/or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

VENDOR PERFORMANCE MANAGEMENT:

Awarded vendors are required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR GOODS

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

1) PARTS AND COMPONENT CONSIDERATIONS

a) PRODUCT RETURN PROTOCOL

i) Agencies shall receive full credit for any parts/ components returned within 365 calendar days of initial delivery, including any applicable core charges for a new part and/or a part returned for a core credit.

ii) Agencies shall receive a minimum of one-half (1/2) or greater credit for any parts/ components returned within 366-730 calendar days of initial delivery, including any applicable core charges for a new part and/or a part returned for a core credit.

iii) Vendor shall contact each using agency within thirty (30) calendar days of agreement initiation to collaborate in relation to return parts/ components protocol(s).

b) PALLETS

i) All pallets supplied shall be non-returnable (unless City agency requires it) and no deposit nor charges shall be applied.

c) PARTS CONSIGNMENT

i) The Vendor shall consider consignment requests on behalf of City agencies.

(1) The Purchasing Division will arbitrate consignment arrangements when necessary.

d) PARTS AND COMPONENT CONSIDERATIONS:

i) Standard City Parts and Component Delivery Protocol:

ii) Unit prices to be inclusive of shipping and freight: F.O.B. Destination- Denver, Colorado-City and County of Denver property, delivered to multiple City locations.

iii) The vendor will be required to maintain adequate local inventories to cover standard orders and usage by requesting City Agencies.

(1) The City shall coordinate with the awarded Vendor after the agreement has been signed, to identify a list what must be carried in local inventory by the awarded Vendor and what will be used on a standard basis by the City.
(a) This list is subject to change at the City's sole discretion

iv) The Vendor shall have the ability to provide a minimum of two (2) deliveries to each City owned maintenance facility, F.O.B. Point for repair parts. Additional delivery locations may be added or removed by the City during the life of this agreement. No additional charges will be accepted for new or removed locations.

v) Delivery of in-stock / on-hand Parts/ Components, as agreed upon by both parties, at accepted vendor's location are to be delivered FOB Destination-City and County of Denver property at no charge.

(1) Orders received Monday-Friday before 12:00 PM requires same day delivery in the afternoon by 5:00 PM or earlier.

(2) Orders received Monday-Friday after 12:00 PM requires next business day (Monday-Friday) delivery before 12:00 PM or earlier.

vi) The vendor shall collaborate with City agencies regarding their specific delivery requirements including but not limited to weekend and potential swing and night shift requirements during periods of emergency.

vii) Deliveries of items not at accepted vendor location that require shipment from outside the Denver Metro Area are anticipated within forty-eight (48) hours (Monday through Friday excluding holidays) from the time the order is placed with the Vendor, at no charge for all freight costs, for all stock and non-stock items.

viii) Upon initial parts price and availability request by the City, the accepted vendor shall contact the agency via email within two (2) hours of the initial City request and communicate the anticipated lead-time and pricing of the requested items.

ix) The Vendor is to be able to accommodate a City of Denver need for next day delivery for all stock and non-stock items by City Agencies, as required; the City shall only compensate the Vendor for the balance of the next day freight costs versus standard delivery costs. Approval for any of these delivery needs must be provided by an authorized City Agency in writing prior to choosing any shipping option other than standard shipping

(1) The City defines next day delivery as delivery to the City location within twenty-four (24) hours from the time of the City's initial request

(2) The City defines two-day shipping as within forty-eight (48) hours from the time of the City's initial request

(3) The City may request that the Vendor provide a quote that identifies the cost of the materials via standard shipping and/or a quote that identifies twenty-four (24) hour shipping, in order to determine if the expedition of the materials is required.

(4) However, the City shall not compensate the vendor for any freight costs for those items specifically identified by each agency in writing that the vendor is to routinely stock for that agency, including any next day or two-day shipping costs.

x) Vendor will allow the City to pick up parts within two (2) business hours after an order has been placed- when required.

xi) Continual shortages and expedite requirements on the part of the City due to the accepted vendor's inventory shortages may result in termination of Master Purchase Order agreement.

e) GENUINE MANUFACTURER ASSURANCE

i) Supplied Parts and Components Nomenclature/ Identifiers are to correspond with Genuine Original Equipment Manufacturer (OEM) part numbers.

ii) No substitutions for OEM parts can be made by the Vendor to the City without prior written authorization.

f) PROCUREMENT METHODOLOGIES-DEFINITIONS

i) P-CARD: City Agency may utilize a City Credit Card (Procurement Card)

ii) Blanket PO (Purchase Order): City Agency may establish a Blanket PO; the Agency will place multiple orders using the same PO Number and the Vendor will be required to invoice indicating the same PO number for multiple purchases over time.

iii) PO- City Agency may issue a single PO for a specific set of items for a specific instance; the Vendor will be required to invoice indicating the specific PO number.

iv) Catalog: The City Agency will order items through the City's ERP 'Catalog File' and issue the vendor PO's. The Purchasing Division, City Agency, and Vendor will continually collaborate to identify and update specific items and their pricing in the City 'Catalog'.

v) Note: The City reserves the right to add/ delete/ change procurement methodologies for manufacture line items herein throughout the term of Master Purchase Order agreement and any renewal periods.

g) PARTS AND COMPONENT BILLING

i) Vendor shall be able to accommodate combined periodic billing as required.

ii) Vendor shall have the capability of having multiple City accounts, with each identifying specific City Agencies for each account
   (1) This requirement is to also include the name of the individual from the City that has placed the order

iii) Payment methodology may include, ACH, check or credit card (P-Card/ Procurement Card) for replacement parts

iv) The vendor cannot offer a separate pricing structure or charge an additional fee(s) for procurement (credit) card purchases for parts and components.

h) PARTS AND COMPONENTS PRICE UPDATES

i) Vendors shall provide a parts/components price list that will be effective at the beginning of the awarded contract with the City.

ii) For any parts/components not provided in the price list, the City shall assume that the price charged by the Vendor on the first time the part/component is ordered and charged as the effective price, unless an updated price list is provided by the Vendor that follows the following protocols

iii) Price list(s) changes/ updates will be allowed to go in effect only if preceded by a fifteen (15) calendar day written notice by the vendor to the City.

iv) Vendors will be allowed to submit price list changes only once in any one (1) 365 calendar day time period.

v) Vendor updated pricing is to be submitted in writing or via email to Purchasing and City agencies.

vi) Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer and/or a justification acceptable to the Director of Purchasing.

vii) Percentage Price Adjustment Rates shall remain firm and fixed for the duration of the contract

i) CATALOG (PARTS/ COMPONENTS):

i) The City has implemented a SKU (Stock Keeping Unit) inventory-tracking module into its financial system, known internally as the ‘Catalog’;

ii) It is a specific requirement of this solicitation that an awarded vendor(s) collaborate with the City to introduce and maintain specific SKU’s/ Items within the City’s ‘Catalog’ (as required);

iii) The protocol for the City/ Vendor/ SKU 'Catalog' collaboration includes but is not limited to the following:

iv) Specific items will be identified by the City to be become a SKU/Catalog Item;

(1) The City and vendor will collaborate to determine the SKU/Catalog Item description;

(2) Specific SKU/Catalog Item pricing will be determined by applying the vendor's price percentage adjustment to the price list and price column identified by the vendor for each SKU/Catalog Item or as determined by specific bid price for the SKU/Catalog Item (as applicable);

(3) The SKU/Catalog Item price will be fixed for finite periods as determined by the City;

(4) City Agencies will order the SKU/Catalog Item via the City's Purchasing Division's Procurement Module and issue the vendor Purchase Orders;

(5) The vendor shall enter/ populate City SKU/Catalog Item upload templates with required information and pricing

- EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

- AIRPORT SECURITY:

It is a material requirement of this Contract that the Vendor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Vendor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Vendor or any of its employees, subcontractors, and vendors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Vendor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Vendor's operations under this Contract. The Vendor shall obtain the proper access authorizations for all of its employees, subcontractors, and vendors who will enter the Airport to perform work or make deliveries and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Vendor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Vendor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Vendor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Vendor's operations at the Airport.

The Vendor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Vendor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Vendor under this Contract.

LAWS, REGULATIONS, TAXES AND PERMITS

The Vendor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Vendor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Vendor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

ANNUAL PRICING UPDATES:

Initial pricing submitted must be honored for a minimum of one (1) calendar year from the date of City signature. Pricing updates are allowed once in a 365-day period following the initial period. Updates to pricing of any item within a given bid group constitutes an update for the group.

Sample Due Dates for Annual Pricing Updates on List & Discount Bids ONLY

PRICING UPDATE DUE DATE	PRICING PERIOD
December 15th	January 1 through December 31

Pricing updates must be based upon documented manufacturer's price increases and must be verifiable. Discount percentages quoted must remain constant.

The vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested. Items with price increases must be clearly identified.

If the 15th of the month falls on a Holiday or Weekend, pricing update is due the next business day.

If the pricing update for items in the Catalog File is not submitted by the 15th, pricing will remain unchanged for the following year.

Exhibit A

RETURN TO:
Department of General Services
PURCHASING DIVISION
201 West Colfax Avenue
Department 304, 11th Floor
Denver, CO 80202
Phone: (720) 913-8100
FAX: (720) 913-8101

CITY AND COUNTY OF DENVER

DENVER
THE MILE HIGH CITY

Department of General Services
PURCHASING DIVISION
www.denvergov.org/purchasing

Buyer: Scott Harris
720 913 8154

FORMAL PROPOSAL

Formal Proposal No. 0010A

AFTERMARKET AUTO PARTS

SCHEDULE OF EVENTS

• Proposal Issued	June 04, 2020		
• Pre-Proposal Conference via Skype Contact information available Page 5	June 10, 2020	11:00 A.M.	Local Time
• Deadline to Submit Additional Questions	June 12, 2020	10:00 A.M.	Local Time
• Response to Written Questions	June 16, 2020		
• Proposal Due Date	June 22, 2020	12:00 P.M	Local Time

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: NAPA DENVER (Genuine Parts Co.)

By: Joshua Zimmerman
(Printed or Typed Name)

Signature: Joshua S Zimmerman
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: joshua_zimmerman@napastore.com

Phone: 303-289-6711

THIS PROPOSAL MUST BE RETURNED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).

Awarded Primary

C.4 PROPOSAL ITEMS:

ITEM A.

- OEM EQUIVALENT BRAKE PADS & BRAKE SHOES (FRICTION)
- APPLICATION: AUTOMOTIVE / LIGHT DUTY TRUCKS-HYDRAULIC
  - i. (**NON**-AIRBRAKE/ ACTUATED)
- QUALITY STANDARD: OEM QUALITY OR EQUIVALENT
- INDICATE:
  - i. MANUFACTURER: NAPA BRAKES
  - ii. LIST SHEET: NONE
  - iii. LIST SHEET PUBLISH DATE: NONE
  - iv. PRICE COLUMN: C+10 (List - 73%)
  - v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR (+) FOR PREMIUM: 0 -73 %

    SUPPLEMENTAL PRICING SUBMITTAL REQUIRED:
    YES, fill in required information and pricing in the Excel Workbook Worksheet that correlates with this Item.
  - vi. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE/ CATALOG (as required)
  - vii. PROVIDE LITERATURE THAT DEMONSTRATES PROPOSED MANUFACTURER PRODUCT IS EQUAL OR BETTER THAN QUALITY STANDARD
  - viii. PROPOSER COMPANY NAME:

    NAPA BRAKES

Exhibit A

0010A_2020_AUTO/ LIGHT TRUCK BRAKES ITEM A
PRICING SUPPLEMENTAL VENDOR
SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL

COMPANY NAME: NAPA DENVER (GENUINE PARTS CO.)

INITIALS : JSZ

LINE NUMBER	DESCRIPTION	CURRENT P/N	FITMENT	QUALITY LEVEL	PROPOSING VENDOR SKU/ P/N	PROPOSED INITIAL PRICE PER EACH UNIT OF MEASURE INDICATED IN DESCRIPTION COLUMN TO THE LEFT	PRICE PERCENTAGE ADJUSTMENT FROM MAIN BID DOCUMENT (-) for Discount (+) For Premium from main bid document	FINAL PRICE AFTER ADJUSTMENT (The pricing below must be firm and fixed for the first year of the contract)	YEARLY Y SAMPLE USAGE	EXTENDED PRICE
	TABLE 1- ITEM A									
Line: 1	BRAKE PAD FRONT '17 TAHOE	17D1367CH	Chevy Tahoe	EXTENDED WEAR	FT8472	$ 44.10	0%	$ 44.10	25	$ 1,102.50
Line: 2	BRAKE PAD FRONT AVENGER	17D866CH	Dodge Avenger	EXTENDED WEAR	AD7741	$ 38.06	0%	$ 38.06	10	$ 380.60
Line: 3	BRAKE PAD FRONT FORD E350	17D1328MH	Ford E350	EXTENDED WEAR	FT8440	$ 40.96	0%	$ 40.96	10	$ 409.60
Line: 4	BRAKE PAD FRONT IMPALA/EQUINOX	17D1421CH	Chevy Impala/ Equinox	EXTENDED WEAR	AD8536	$ 38.06	0%	$ 38.06	12	$ 456.72
Line: 5	BRAKE PAD REAR 17 EQUINOX	17D1275CH	Chevy Equinox	EXTENDED WEAR	AD8391	$ 38.06	0%	$ 38.06	7	$ 266.42
Line: 6	BRAKE PAD REAR '17 FUSION HYBRID	17D1665C	Ford Fusion Hybrid	EXTENDED WEAR	AD8893	$ 38.06	0%	$ 38.06	5	$ 190.30
Line: 7	BRAKE PAD REAR '17 TRANSIT	17D1775MH	'17 Transit	EXTENDED WEAR	FT9005	$ 37.15	0%	$ 37.15	10	$ 371.50
Line: 8	BRAKE PAD REAR CHEVROLET 2500/3500	17D785CH	Chevrolet 2500/3500	EXTENDED WEAR	FT7653	$ 41.30	0%	$ 41.30	14	$ 578.20
Line: 9	BRAKE PADS 2011-14 IMPALA	17D999MH	Chevy Impala	EXTENDED WEAR	AD7671	$ 38.06	0%	$ 38.06	12	$ 456.72
Line: 10	BRAKE PADS FRONT & REAR FORD F450-550	17D1066MH	Ford F450-550	OEM QUALITY	FT7972	$ 53.16	0%	$ 53.16	6	$ 318.96
Line: 11	BRAKE PADS FRONT EXPEDITION F150	17D1414CH	Front Expedition F150	OEM QUALITY	FT8528	$ 44.09	0%	$ 44.09	16	$ 705.44
Line: 12	BRAKE PADS FRONT F350 FORD	17D1680MH	Front F350 Ford	OEM QUALITY	FT8909	$ 43.81	0%	$ 43.81	6	$ 262.86
Line: 13	BRAKE PADS FRONT FORD WITH DRW	17D1069MH	Ford	EXTENDED WEAR	FT7974	$ 45.56	0%	$ 45.56	5	$ 227.80
Line: 14	BRAKE PADS FRONT IMPALA 06-19	17D1159CH	Chevy Impala 06-19	OEM QUALITY	FT8269	$ 41.91	0%	$ 41.91	30	$ 1,257.30
Line: 15	BRAKE PADS FRT CARAVAN/JEEP	17D1273CH	Frt Caravan/ Jeep	OEM QUALITY	FT8389	$ 43.59	0%	$ 43.59	5	$ 217.95
Line: 16	BRAKE PADS REAR F350	17D1334MH	Ford F350	OEM QUALITY	FT7973B	$ 46.07	0%	$ 46.07	5	$ 230.35
Line: 17	BRAKE PADS REAR FORD VAN	17D1329MH	Ford Van	EXTENDED WEAR	FT8441F	$ 38.31	0%	$ 38.31	5	$ 191.55
Line: 18	BRAKE PADS REAR IMPALA 2000-2010	17D698CH	Chevy Impala 2000-2010	EXTENDED WEAR	AD7387A	$ 36.08	0%	$ 36.08	12	$ 432.96
Line: 19	BRAKE ROTOR FRONT 03-11 CV	18A1213	Cv	EXTENDED WEAR	880110CR	$ 42.96	0%	$ 42.96	12	$ 515.52
Line: 20	BRAKE ROTOR FRONT 06-13 IMPALA	18A2322	Chevy Impala	EXTENDED WEAR	880403CR	$ 40.74	0%	$ 40.74	24	$ 977.76
Line: 21	BRAKE ROTOR FRONT '07-'18 TAHOE	18A1705PV	Chevy Tahoe	EXTENDED WEAR	880279CR	$ 40.87	0%	$ 40.87	40	$ 1,634.80
Line: 22	BRAKE ROTOR FRONT 14 E350	18A2581	Ford E350	OEM QUALITY	48880681	$ 57.65	0%	$ 57.65	12	$ 691.80
Line: 23	BRAKE ROTOR FRONT 14 FOCUS	18A2841	Ford Focus	OEM QUALITY	48880998	$ 35.00	0%	$ 35.00	10	$ 350.00
Line: 24	BRAKE ROTOR FRONT EXPEDITION F150	18A2461	Front Expedition F150	EXTENDED WEAR	FT880508	$ 56.95	0%	$ 56.95	10	$ 569.50
Line: 25	BRAKE ROTOR FRONT IMPALA 2012-2016	18A2414	Chevy Impala 2012-2016	OEM QUALITY	48880387	$ 36.09	0%	$ 36.09	8	$ 288.72
Line: 26	BRAKE ROTOR FRONT JEEP WRANGLER	18A2464	Front Jeep Wrangler	OEM QUALITY	48880518	$ 21.44	0%	$ 21.44	10	$ 214.40
Line: 27	BRAKE ROTOR FRONT MALIBU 04-12	18A1659	Chevy Malibu 04-12	OEM QUALITY	48880184	$ 25.00	0%	$ 25.00	6	$ 150.00
Line: 28	BRAKE ROTOR REAR 13 ALTIMA	18A1321	Nissan Altima	OEM QUALITY	48880070	$ 17.35	0%	$ 17.35	14	$ 242.90
Line: 29	BRAKE ROTOR REAR 14 E350	18A2582	Ford E350	EXTENDED WEAR	FT880679	$ 66.54	0%	$ 66.54	10	$ 665.40
Line: 30	BRAKE ROTOR REAR EXPEDITION F150	18A2460	Ford Expedition	OEM QUALITY	48880507	$ 35.44	0%	$ 35.44	20	$ 708.80
Line: 31	BRAKE ROTOR REAR JEEP WRANGLER	18A2465	Jeep Wrangler	EXTENDED WEAR	880519CR	$ 33.12	0%	$ 33.12	8	$ 264.96
Line: 32	BRAKE ROTOR REAR MALIBU 04-12	18A1675	Chevy Malibu	EXTENDED WEAR	880243CR	$ 21.47	0%	$ 21.47	10	$ 214.70
Line: 33	BRAKE ROTOR REAR	18a81032	Chevy Tahoe	OEM QUALITY	48880279	$ 33.23	0%	$ 33.23	22	$ 731.06
Line: 34	BRAKE ROTOR	18A2342		OEM QUALITY	48880255	$ 30.98	0%	$ 30.98	10	$ 309.80
Line: 35	BRAKE SHOES EMERGENCY 03-11 CV	17777B		OEM QUALITY	FT10781PB	$ 38.80	0%	$ 38.80	10	$ 388.00
Line: 36	BRAKE SHOES	17D1100CH	Nissan Xterra	OEM QUALITY	AD8206	$ 38.06	0%	$ 38.06	10	$ 380.60

Exhibit A

Awarded Primary

ITEM B.

- WIPER BLADES (UNIVERSAL FIT AND SCREW TYPE FOR AUTOMOTIVE, LIGHT TRUCK, MEDIUM AND HEAVY TRUCK APPLICATIONS)
- CARS, LIGHT TRUCKS, MEDIUM AND HEAVY TRUCKS, EQUIPMENT
- QUALITY STANDARD: TRICO FORCE OR EQUIVALENT
- ALL BLADES MUST BE TRICO FORCE UNLESS TRICO FORCE IS NOT AVAILABLE IN A GIVEN SIZE OR STYLE
- INDICATE:

i. MANUFACTURER: TRICO

ii. LIST SHEET: NONE

iii. LIST SHEET PUBLISH DATE: NONE

iv. PRICE COLUMN: C+10 (List -73%)

v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR

(+) FOR PREMIUM: 0 -73 %_

SUPPLEMENTAL PRICING SUBMITTAL:
YES, fill in required information and pricing in the Excel Workbook Worksheet that correlates with this Item.

vi. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE/ CATALOG (as required)

vii. PROVIDE LITERATURE THAT DEMONSTRATES PROPOSED MANUFACTURER PRODUCT IS EQUAL OR BETTER THAN QUALITY STANDARD

viii. PROPOSER COMPANY NAME:

TRICO

Exhibit A

0010A_2020_WIPER BLADES ITEM B ALL BLADES MUST BE TRICO FORCE UNLESS TRICO FORCE IS NOT AVAILABLE IN A GIVEN SIZE OR STYLE
PRICING SUPPLEMENTAL VENDOR
SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL

COMPANY NAME:

INITIALS :

LINE NUMBER	DESCRIPTION/ QUALITY LEVEL	CURRENT P/N	PROPOSING VENDOR SKU/ P/N	PROPOSED INITIAL PRICE PER EACH UNIT OF MEASURE INDICATED IN DESCRIPTION COLUMN TO THE LEFT	PRICE PERCENTAGE ADJUSTMENT FROM MAIN BID DOCUMENT (-) for Discount (+) For Premium from main bid document	FINAL PRICE AFTER ADJUSTMENT (The pricing below must be firm and fixed for the first year of the contract)	YEARLY Y SAMPLE USAGE	EXTENDED PRICE
	TABLE 1- ITEM A							
Line: 1	WIPER BLADE W/NOZZLE KW K370 / PETE 220	1954744PAC	NA	$0.00	0%	$ -	24	$ -
Line: 2	WIPER BLADE TRICO FORCE 14	25-140	25-140	$7.04	0%	$ 7.04	8	$ 56.32
Line: 3	WIPER BLADE TRICO FORCE 15	25-150	25-150	$7.04	0%	$ 7.04	12	$ 84.48
Line: 4	WIPER BLADE TRICO FORCE 16	25-160	25-160	$7.04	0%	$ 7.04	14	$ 98.56
Line: 5	WIPER BLADE TRICO FORCE 17	25-170	25-170	$7.04	0%	$ 7.04	48	$ 337.92
Line: 6	WIPER BLADE TRICO FORCE 18	25-180	25-180	$7.04	0%	$ 7.04	72	$ 506.88
Line: 7	WIPER BLADE TRICO FORCE 19	25-190	25-190	$7.04	0%	$ 7.04	36	$ 253.44
Line: 8	WIPER BLADE TRICO FORCE 20	25-200	25-200	$7.04	0%	$ 7.04	350	$ 2,464.00
Line: 9	WIPER BLADE TRICO FORCE 21	25-210	25-210	$7.04	0%	$ 7.04	16	$ 112.64
Line: 10	WIPER BLADE TRICO FORCE 22	25-220	25-220	$7.89	0%	$ 7.89	750	$ 5,917.50
Line: 11	WIPER BLADE TRICO FORCE 24	25-240	25-240	$7.89	0%	$ 7.89	225	$ 1,775.25
Line: 12	WIPER BLADE TRICO FORCE 26	25-260	25-260	$9.64	0%	$ 9.64	200	$ 1,928.00
Line: 13	WIPER BLADE TRICO FORCE 28	25-280	25-280	$9.64	0%	$ 9.64	16	$ 154.24
Line: 14	WIPER BLADE TRICO BEAM 13	35-130	35-130	$6.69	0%	$ 6.69	22	$ 147.18
Line: 15	WIPER BLADE REAR PRIUS V	6-011-A	6-011-A	$3.92	0%	$ 3.92	9	$ 35.28
Line: 16	WIPER BLADE REAR INTERCEPTOR	6011G	6011G	$5.09	0%	$ 5.09	38	$ 193.42
Line: 17	WIPER BLADE 16" REAR PRIUS	6016A	6016A	$3.92	0%	$ 3.92	14	$ 54.88
Line: 18	WIPER BLADE REAR EXPEDITION 12	6016J	6016J	$4.14	0%	$ 4.14	17	$ 70.38
Line: 19	WIPER BLADE 20" FLAT PETERBILT	6-2050	6-2050	$3.09	0%	$ 3.09	60	$ 185.40
Line: 20	WIPER BLADE HD 20" SCREW ON TYPE	6-2065	6-2065	$5.32	0%	$ 5.32	16	$ 85.12
Line: 21	WIPER BLADE,REAR 13-15 EXPLORER	WW-1109	6011G	$5.09	0%	$ 5.09	38	$ 193.42

Exhibit A

Awarded Primary

ITEM C.

- LIGHTING-TRUCK-LITE™ **NO** APPROVED EQUALS OR EQUIVALENTS
- CARS, LIGHT TRUCKS, MEDIUM AND HEAVY TRUCKS, EQUIPMENT
- QUALITY STANDARD: TRUCK-LITE™ **NO** APPROVED EQUALS OR EQUIVALENTS http://www.truck-lite.com/#
- INDICATE:

  i. MANUFACTURER: TRUCKLITE™

  ii. LIST SHEET: NONE

  iii. LIST SHEET PUBLISH DATE: NONE

  iv. PRICE COLUMN: N/A (List - 73%)

  v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR

  (+) FOR PREMIUM: 0 -73 %

  SUPPLEMENTAL PRICING SUBMITTAL:
  YES, fill in required information and pricing in the Excel Workbook Worksheet that correlates with this Item.

  vi. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE/ CATALOG (as required)

  i. PROPOSER COMPANY NAME:

  TRUCKLITE

Exhibit A

0010A_2020_ TRUCKLITE ITEM C
PRICING SUPPLEMENTAL VENDOR
SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL
NO SUBSTITUTE

COMPANY NAME:

SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL

INITIALS :

OEM/ Common Part Number	DESCRIPTION	PROPOSED LIST SHEET PRICE EACH	Price Percentage Adjustment from Main Bid Document Enter (-) for Discount (+) For Premium (From main bid document)	FINAL PRICE AFTER PRICE % ADJUSTMENT (The pricing below must be firm and fixed for the first year of the contract)	YEARLY SAMPLE USAGE	EXTENDED PRICE
4060C	LAMP LED BACK-UP LIGHT, TRUCKLITE	$29.74	0%	$ 29.74	5	$ 148.70
10250Y	LIGHT AMBER 2-1/2" ROUND LED	$5.23	0%	$ 5.23	90	$ 470.70
15041	LIGHT ASSEMBLY LICENSE PLATE	$22.68	0%	$ 22.68	23	$ 521.64
60002R	LIGHT ASSEMBLY RED WITH GROMMET	$6.77	0%	$ 6.77	6	$ 40.62
44202R	LIGHT BRAKE 4" ROUND LED RED REPL 44202R	$35.12	0%	$ 35.12	60	$ 2,107.20
60885R	LIGHT BRAKE LED OVAL	$29.24	0%	$ 29.24	80	$ 2,339.20
10700	LIGHT GROMMET 2-1/2" ROUND	$1.08	0%	$ 1.08	40	$ 43.20
10404	LIGHT GROMMET KIT 2 1/2"	$1.83	0%	$ 1.83	5	$ 9.15
35200Y	LIGHT LED AMBER SIDE MARKER	$5.10	0%	$ 5.10	15	$ 76.50
35200r	LIGHT LED MARKER 2 DIODE	$4.85	0%	$ 4.85	7	$ 33.95
30270Y	LIGHT LED MARKER AMBER 2" (REPL 30250Y)	$5.59	0%	$ 5.59	17	$ 95.03
30270R	LIGHT LED MARKER RED 2" (REPL 30250R)	$5.26	0%	$ 5.26	100	$ 526.00
66205C	LIGHT LED OVAL BACKUP TRUCKLITE	$36.96	0%	$ 36.96	60	$ 2,217.60
92860Y	LIGHT LED STROBE AMBER	$157.52	0%	$ 157.52	30	$ 4,725.60
47243	LIGHT MARKER / CLEARANCE NEW 320	$6.46	0%	$ 6.46	25	$ 161.50
10205Y	LIGHT MARKER 2 1/2" ROUND LED AMBER	$1.50	0%	$ 1.50	6	$ 9.00
10286Y	LIGHT MARKER AMBER LED 2 1/2"	$14.14	0%	$ 14.14	5	$ 70.70
10250R	LIGHT RED 2-1/2" ROUND LED	$4.93	0%	$ 4.93	11	$ 54.23
44002R	LIGHT RED STOP TURN TAIL LED	$35.98	0%	$ 35.98	15	$ 539.70
4550	LIGHT TAIL BRAKE CL UNITS	$14.18	0%	$ 14.18	5	$ 70.90
G6003	LIGHT TURN SIGNAL (GROTE), NEW PETE 320	$22.30	0%	$ 22.30	24	$ 535.20
94993	PIGTAIL 3 PIN TRUCK LITE	$1.34	0%	$ 1.34	8	$ 10.72
94706	PIGTAIL LED TRUCKLITE	$3.84	0%	$ 3.84	16	$ 61.44
67050	PIGTAIL	$1.18	0%	$ 1.18	8	$ 9.44
30204	SPOTLIGHT,GOLIGHT,	$0.00	0%	$ -	5	$ -
94862	WIRE KIT LED LIGHT PLUG	$1.51	0%	$ 1.51	45	$ 67.95
						$ 14,945.87

Complete Line list avalible @ www.napaonline.com

***Note All Line discounts are 73% off List**

Exhibit A

Not Awarded

ITEM D.

- BENDIX™ **NO** APPROVED EQUALS OR EQUIVALENTS
- CARS, LIGHT TRUCKS, MEDIUM AND HEAVY TRUCKS, EQUIPMENT
- QUALITY STANDARD: BENDIX™ **NO** APPROVED EQUALS OR EQUIVALENTS http://www.bendix.com/en/
- INDICATE:

  i. MANUFACTURER: BENDIX™

  ii. LIST SHEET: NONE

  iii. LIST SHEET PUBLISH DATE: NONE

  iv. PRICE COLUMN: N/A (List - 73%)

  v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR

  (+) FOR PREMIUM: 0 -73 %

  SUPPLEMENTAL PRICING SUBMITTAL:
  YES, fill in required information and pricing in the Excel Workbook Worksheet that correlates with this Item.

  vi. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE/ CATALOG (as required)

  i. PROPOSER COMPANY NAME:

  BENDIX

Exhibit A

0010A_2020_ BENDIX ITEM D
PRICING SUPPLEMENTAL VENDOR
SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL
NO SUBSTITUTE

COMPANY NAME:

SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL

INITIALS :

OEM/ Common Part Number	DESCRIPTION	PROPOSED LIST SHEET PRICE EACH	Price Percentage Adjustment from Main Bid Document Enter (-) for Discount (+) For Premium (From main bid document)	FINAL PRICE AFTER PRICE % ADJUSTMENT (The pricing below must be firm and fixed for the first year of the contract)	YEARLY SAMPLE USAGE	EXTENDED PRICE
109685X	AIR DRYER ASSEMBLY (ISSUE CORE)	$101.00	0%	$ 101.00	21	$ 2,121.00
109477X	AIR DRYER REMAN (ISSUE CORE)	$142.86	0%	$ 142.86	16	$ 2,285.76
K097851SCBXW	BRAKE CALIPER LEFT FRT/REAR DISC PETE	$1,113.96	0%	$ 1,113.96	23	$ 25,621.08
K097847SC	BRAKE CALIPER LEFT SIDE FREIGHTLINER	$1,113.96	0%	$ 1,113.96	6	$ 6,683.76
K097846SC	BRAKE CALIPER R/H FRT/REAR FREIGHTLINER	$1,113.96	0%	$ 1,113.96	13	$ 14,481.48
RXK097850SCBXW	BRAKE CALIPER RIGHT FRT/REAR DISC PETE>>	$1,113.96	0%	$ 1,113.96	16	$ 17,823.36
k070796bxw	BRAKE PADS AIR DISC	$166.83	0%	$ 166.83	800	$ 133,464.00
K109249	BRAKE PADS,TAK 4	$166.83	0%	$ 166.83	18	$ 3,002.94
802569BXW	BRAKE ROTOR FRNT/REAR PETE 320 2014 ONLY	$412.35	0%	$ 412.35	8	$ 3,298.80
K038574BXW	BRAKE ROTOR FRONT PETE 320 2015 AND UP	$289.99	0%	$ 289.99	5	$ 1,449.95
K038573BXW	BRAKE ROTOR REAR PETE 320 2015 AND UP	$289.99	0%	$ 289.99	17	$ 4,929.83
II37415N	BRAKE ROTOR TAK 4 KNORR-BREMSE	$0.00	0%	$ -	8	$ -
286171	BRAKE TREADLE VALVE E-6 (CORE)	$36.80	0%	$ 36.80	5	$ 184.00
r955349	SENSOR ABS FRONT	$56.06	0%	$ 56.06	8	$ 448.48
K051959BXW	SENSOR ABS STEER '14+ 320 (AIR DISC)	$0.00	0%	$ -	5	$ -
K092079	TAPPET AND BOOT KIT AIR DISC CALIPER	$0.00	0%	$ -	20	$ -
802917BXW	VALVE BRAKE SERVICE PETE	$0.00	0%	$ -	5	$ -
Complete Line list avalible @ www.napaonline.com	Lines 15, 18,19 and 20 apear to be invald numbers. We do have the entire bendix line avalible and will offer the same 73% off List		***Note All Line discounts are 73% off List**			$ 215,794.44

Exhibit A

Awarded Primary

ITEM E.

- WEBB™ **NO** APPROVED EQUALS OR EQUIVALENTS
- CARS, LIGHT TRUCKS, MEDIUM AND HEAVY TRUCKS, EQUIPMENT
- QUALITY STANDARD: WEBB™ **NO** APPROVED EQUALS OR EQUIVALENTS http://webbwheel.com/
- INDICATE:

i. MANUFACTURER: WEBB™ GUNITE

ii. LIST SHEET: NONE

iii. LIST SHEET PUBLISH DATE: NONE

iv. PRICE COLUMN: C-20 (List - 73%)

v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR

(+) FOR PREMIUM: 0 -73 %

SUPPLEMENTAL PRICING SUBMITTAL:
YES, fill in required information and pricing in the Excel Workbook Worksheet that correlates with this Item.

vi. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE/ CATALOG (as required)

i. PROPOSER COMPANY NAME:

GUNITE

Exhibit A

0010A_2020_WEBB ITEM E PRICING SUPPLEMENTAL VENDOR SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL NO SUBSTITUTE				COMPANY NAME:		
SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL				INITIALS :		
OEM/ Common Part Number	DESCRIPTION	PROPOSED LIST SHEET PRICE EACH	Price Percentage Adjustment from Main Bid Document Enter (-) for Discount (+) For Premium (From main bid document)	FINAL PRICE AFTER PRICE % ADJUSTMENT (The pricing below must be firm and fixed for the first year of the contract)	YEARLY SAMPLE USAGE	EXTENDED PRICE
66864	BRAKE DRUM 66864 (GUNITE 3600A)	$69.99	0%	$ 69.99	24	$ 1,679.76
66884	BRAKE DRUM - TWD 3600AX	$69.99	0%	$ 69.99	8	$ 559.92
Complete Line list avalible @ www.napaonline.com			Line Discount is 148% off List			$ 2,239.68

Not Awarded

ITEM F.

- OEM EQUIVALENT BRAKE SHOE KITS (FRICTION)

  i. APPLICATION: MEDIUM / HEAVY DUTY TRUCKS-AIRBRAKE ACTUATED

- QUALITY STANDARD: OEM QUALITY or EQUIVALENT

- INDICATE:

  i. MANUFACTURER: Haldex

  ii. LIST SHEET: E

  iii. LIST SHEET PUBLISH DATE: 06/15/2020

  iv. PRICE COLUMN: C+10 (List - 73%)

  v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR

  (+) FOR PREMIUM: 0 -73 %_

  SUPPLEMENTAL PRICING SUBMITTAL REQUIRED:
  YES, fill in required information and pricing in the Excel Workbook Worksheet that correlates with this Item.

  vi. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE (as required)

  vii. PROVIDE LITERATURE THAT DEMONSTRATES PROPOSED MANUFACTURER PRODUCT IS EQUAL OR BETTER THAN QUALITY STANDARD

  viii. PROPOSER COMPANY NAME:

  Haldex

Exhibit A

0010A_2020_MEDIUM HEAVY BRAKES ITEM F
PRICING SUPPLEMENTAL VENDOR
SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL

COMPANY NAME:	
INITIALS :	

LINE NUMBER	DESCRIPTION	CURRENT P/N	QUALITY LEVEL	PROPOSING VENDOR SKU/ P/N	PROPOSED INITIAL PRICE PER EACH UNIT OF MEASURE INDICATED IN DESCRIPTION COLUMN TO THE LEFT	PRICE PERCENTAGE ADJUSTMENT FROM MAIN BID DOCUMENT (-) for Discount (+) For Premium from main bid document	FINAL PRICE AFTER ADJUSTMENT (The pricing below must be firm and fixed for the first year of the contract)	YEARLY Y SAMPLE USAGE	EXTENDED PRICE
TABLE 1- ITEM A									
Line: 1	BRAKE SHOE KIT (ISSUE CORE)	4707Q	HDA TRUCK PRIDE	GM4707QG	$58.47	0%	$ 58.47	36	$ 2,104.92
Line: 2	BRAKE SHOE KIT (ISSUE CORE)	4709ES2	HDA TRUCK PRIDE	GG4709ES2J	$61.96	0%	$ 61.96	16	$ 991.36
Line: 3	BRAKE SHOE REAR PETE 220 (ISSUE CORE)	4710QG	HDA TRUCK PRIDE	GR4710QJ	$90.64	0%	$ 90.64	10	$ 906.40
									$ 4,002.68

Complete Line list avalible @ www.napaonline.com

***Note All Line discounts are 73% off List**

Exhibit A

Not Awarded

ITEM G.

- BG™ **NO** APPROVED EQUALS OR EQUIVALENTS
- CARS, LIGHT TRUCKS, MEDIUM AND HEAVY TRUCKS, EQUIPMENT
- QUALITY STANDARD: BG™ **NO** APPROVED EQUALS OR EQUIVALENTS
- https://www.bgprod.com/
- INDICATE:

i. MANUFACTURER: BG™

ii. LIST SHEET: C+10

iii. LIST SHEET PUBLISH DATE: 06/15/2020

iv. PRICE COLUMN: E (List - 73%)

v. PERCENTAGE PRICE ADJUSTMENT (-) FOR DISCOUNT OR

(+) FOR PREMIUM: 0 -73 %_

SUPPLEMENTAL PRICING SUBMITTAL:

YES, fill in required information and pricing in the Excel Workbook Worksheet that correlates with this Item.

vi. AGENCY PROCUREMENT METHODOLOGY: P-CARD, BLANKET PO, PO, ITEM FILE (as required)

i. PROPOSER COMPANY NAME:

BG Products

Exhibit A

0010A_2020_BG ITEM G
PRICING SUPPLEMENTAL VENDOR
SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL
NO SUBSTITUTE

COMPANY NAME:

SAVE THIS SHEET, INDICATE VENDOR NAME & CONTACT INITIALS, AND UPLOAD WITH PROPOSAL

INITIALS :

OEM/ Common Part Number	DESCRIPTION	PROPOSED LIST SHEET PRICE EACH	Price Percentage Adjustment from Main Bid Document Enter (-) for Discount (+) For Premium (From main bid document)	FINAL PRICE AFTER PRICE % ADJUSTMENT (The pricing below must be firm and fixed for the first year of the contract)	YEARLY SAMPLE USAGE	EXTENDED PRICE
BG106	QUICK CLEAN	$8.14	0%	$ 8.14	60	$ 488.40
BG208	BG 44K INJECTION CLEANER	$19.42	0%	$ 19.42	400	$ 7,768.00
BG3020	BG TRANSMISSION FLUSH KIT (106/310)	$22.66	0%	$ 22.66	100	$ 2,266.00
BG3050	P/S FLUSH KIT	$36.25	0%	$ 36.25	16	$ 580.00
BG310	CONDITIONER AUTO TRANS	$13.04	0%	$ 13.04	65	$ 847.60
BG328	BG DIFFERENTIAL LIMITED SLIP (LS II)	$10.62	0%	$ 10.62	650	$ 6,903.00
BG412	BG CARBURETOR & CHOKE CLNR	$8.42	0%	$ 8.42	30	$ 252.60
BG438	BG IN-FORCE PENETRATING OIL	$12.43	0%	$ 12.43	33	$ 410.19
BG540	BG RADIATOR FLUSH	$8.80	0%	$ 8.80	6	$ 52.80
BG546	BG RADIATOR CONDITIONER	$14.25	0%	$ 14.25	120	$ 1,710.00
BG7018	BG FRIGI-QUIET PAG OIL	$25.30	0%	$ 25.30	22	$ 556.60
BG708	BG FRIGI FRESH	$7.98	0%	$ 7.98	18	$ 143.64
312B	BG FLUID UNIVERSAL ATF SYNTHETIC BULK	$7.98	0%	$ 7.98	5,000	$ 39,900.00
5-30SB	OIL SYNTHETIC 5W30 BULK BG MOA ADDED	$0.00	0%	$ -	7,500	$ -
BG008010	BG Stop Squeal (BG860)	$11.01	0%	$ 11.01	30	$ 330.30
BG109	BG EGR ENGINE PERFORMANCE RESTORATION	$8.80	0%	$ 8.80	80	$ 704.00
BG115	BG MOA OIL ADDITIVE	$10.62	0%	$ 10.62	10	$ 106.20
BG206	BG AIR INTAKE CLEANER	$8.69	0%	$ 8.69	28	$ 243.32
BG2088	BG ENGINE PERFORMANCE KIT	$40.65	0%	$ 40.65	39	$ 1,585.35
BG24532	BG 245 INJECTOR CLEANER DIESEL	$47.36	0%	$ 47.36	120	$ 5,683.20
BG31232	BG FLUID UNIVERSAL ATF SYNTHETIC QUART	$15.13	0%	$ 15.13	75	$ 1,134.75
BG330	BG POWER STEERING CONDITIONER	$8.09	0%	$ 8.09	14	$ 113.26
BG334	BG SYNTHETIC POWER STEERING FLUID	$62.15	0%	$ 62.15	19	$ 1,180.85
BG406	BG Throttle Body & Intake Cleaner	$10.51	0%	$ 10.51	12	$ 126.12
BG485	BG Battery Cleaner – Acid Detector	$8.25	0%	$ 8.25	16	$ 132.00
BG490	BG Ignition & Battery Terminal Sealer	$10.34	0%	$ 10.34	8	$ 82.72
BG7141	BG DIESEL OIL MOTOR 15W40 GALLON	$26.46	0%	$ 26.46	16	$ 423.36
			*Note All Line discounts are 73% off List			$ 73,724.26

RESOLUTION 20200769 **BY AUTHORITY**

RESOLUTION NO. CR20-0769 COMMITTEE OF REFERENCE:

SERIES OF 2020 Finance & Governance

A RESOLUTION

Approving a proposed Master Purchase Order between the City and County of Denver and Genuine Parts Company, d/b/a NAPA Auto Parts, for aftermarket auto parts for City fleet vehicles.

BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Master Purchase Order between the City and County of Denver and Genuine Parts Company, d/b/a NAPA Auto Parts, in the words and figures contained and set forth in that form of Master Purchase Order available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 20200076, is hereby approved.

COMMITTEE APPROVAL DATE: August 11, 2020 by Consent

MAYOR-COUNCIL DATE: August 18, 2020

PASSED BY THE COUNCIL: August 24, 2020

_______________________ - PRESIDENT

ATTEST: _______________________ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

PREPARED BY: Steven J. Hahn, Assistant City Attorney DATE: August 20, 2020

Pursuant to section 13-12, D.R.M.C., this proposed resolution has been reviewed by the Office of the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed resolution. The proposed resolution is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Kristin M. Bronson, Denver City Attorney

BY: _______________________, Assistant City Attorney DATE: Aug 20, 2020

RESOLUTION 20210794

BY AUTHORITY

RESOLUTION NO. CR21-0794 COMMITTEE OF REFERENCE:

SERIES OF 2021 Finance & Governance

A RESOLUTION

Approving a proposed Amended Master Purchase Order between the City and County of Denver and Genuine Parts Company, d/b/a NAPA Auto Parts, to increase the maximum contract amount for aftermarket auto parts for City fleet vehicles.

BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

Section 1. The proposed Amended Master Purchase Order between the City and County of Denver and Genuine Parts Company, d/b/a NAPA Auto Parts,, in the words and figures contained and set forth in that form of Amended Master Purchase Order available in the office and on the web page of City Council, and to be filed in the office of the Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver, under City Clerk's Filing No. 20210061, is hereby approved.

COMMITTEE APPROVAL DATE: July 20, 2021 by Consent

MAYOR-COUNCIL DATE: July 27, 2021

PASSED BY THE COUNCIL: August 2, 2021

________________ - PRESIDENT

ATTEST: ________________ - CLERK AND RECORDER,
EX-OFFICIO CLERK OF THE
CITY AND COUNTY OF DENVER

PREPARED BY: Steven J. Hahn, Assistant City Attorney DATE: July 29, 2021

Pursuant to section 13-9, D.R.M.C., this proposed resolution has been reviewed by the Office of the City Attorney. We find no irregularity as to form and have no legal objection to the proposed resolution. The proposed resolution is submitted to the City Council for approval pursuant to § 3.2.6 of the Charter.

Kristin M. Bronson, Denver City Attorney

BY: Jonathan Griffin, Assistant City Attorney DATE: Jul 29, 2021