

**WESTERN STATES CONTRACTING ALLIANCE  
PARTICIPATING ADDENDUM**

**For Light Duty Automotive Parts  
Between  
The State of Colorado  
and  
AutoZone Stores, Inc.**

This **Participating Addendum** will add the **State of Colorado** as a Participating State ("State") to purchase from the **WSCA Master Agreement**, Number MA 5-09-99-28, with **AutoZone Stores, Inc.** ("Contractor").

1. **Parties:** This **Participating Addendum** (hereinafter called "**Addendum**") is entered into by and between and the **STATE OF COLORADO** acting by and through the Department of Personnel & Administration, Division of Finance and Procurement, **State Purchasing Office** (hereinafter called the "State" or "SPO"), and **AutoZone Stores, Inc.** (hereinafter called "Contractor"), pursuant to that **WSCA Master Agreement** (the "Master Agreement") for purchase of **light duty automotive parts**, Contract Number 5-09-99-28, between Contractor and the State of **California**, on behalf of the **Western States Contracting Alliance ("WSCA")**. The Contractor and the State hereby agree to the following terms and conditions.
2. **Participation:** Use of specific WSCA cooperative contracts by State Agencies, Institutions of Higher Education, Political Subdivisions, eligible Non-Profit Organizations and other authorized entities (including cooperatives) authorized by an individual State's statutes to use State contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Scope:** Contractor is authorized to provide **light duty automotive parts** under this **Participating Addendum**. This **Addendum** authorizes the purchase of such Goods, in accordance with the terms of Orders issued pursuant to the **WSCA Master Agreement** by eligible entities within the State of Colorado.
4. **Participating State Modifications or Additions to WSCA Master Agreement:** Terms and Conditions for this **Participating Addendum** are attached hereto as **Exhibit A** and incorporated herein by this reference.

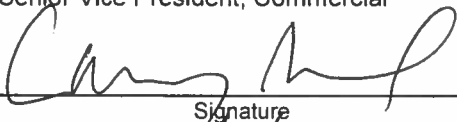
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**THE PARTIES HERETO HAVE EXECUTED THIS PARTICIPATING ADDENDUM**

\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Participating State is relying on their representations to that effect.

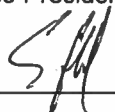
**CONTRACTOR**  
AutoZone Stores, Inc.

By: Larry M. Roesel  
Title: Senior Vice President, Commercial

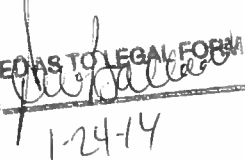
  
Signature

Date: 1/31/14

By: Eric S. Gould  
Title: Vice President, Commercial Sales

  
Signature

Date: 1/28/14

APPROVED AS TO LEGAL FORM  
R. Ballou   
1-24-14

**STATE OF COLORADO**

**John W. Hickenlooper, GOVERNOR**

Department of Personnel and Administration  
Kathy Nesbitt, Executive Director

By:   
-or- Judson Byrn, State Purchasing Director

-or- Carol Pfarr, Director Finance & Procurement

Date: 2/6/14

**LEGAL REVIEW**

John W. Suthers, Attorney General

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

-or- Assistant Attorney General

Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Addendum is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**

Robert Jaros, CPA, MBA, JD

By:  Date: 2/10/14

-or- ☐ RaLea Sluga, Controller Delegate

-or- ☒ Greg Garner, Controller Delegate

-or- ☐ Clark Bolser, Controller Delegate

-or- ☐ Floy Jeffares, Controller Delegate

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**EXHIBIT A**  
**STATE OF COLORADO – State Purchasing Office**  
**with**  
**AutoZone Stores, Inc.**

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EXHIBITS:	Exhibit A - (additional Terms and Conditions, this document)
	Exhibit B - Sample Option Letter
	Exhibit C - Discounts and Market Basket Pricing
	Exhibit D - AutoZone Colorado Stores
	Exhibit E - Sample Summary Vendor Volume Report
	Exhibit F - Sample State of Colorado, CMI Final Contractor Performance Evaluation.

**1. PARTIES.**

This **Participating Addendum** (hereinafter called "**Addendum**") is entered into by and between the STATE OF COLORADO acting by and through the Department of Personnel & Administration, Division of Finance and Procurement, **State Purchasing Office** (hereinafter called the "State" or "SPO"), and **AutoZone Stores, Inc.** (hereinafter called "Contractor"), pursuant to that **WSCA Master Agreement** (the "Master Agreement") for purchase of **light duty automobile parts**, Contract Number **5-09-99-28**, between Contractor and the State of California, on behalf of the **Western States Contracting Alliance ("WSCA")**. In the event of any conflict between the terms set forth in the **Master Agreement** and this **Addendum**, this **Addendum** shall control. The Contractor and the State hereby agree to the following terms and conditions.

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This **Addendum** shall not be effective or enforceable until it is approved and signed by two (2) authorized officers of the Contractor and by the Colorado State Controller or designee as the final signatory (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3. RECITALS.

- A. **Authority, Appropriation, and Approval.** Authority to enter into this **Addendum** exists in CRS §24-102-202, and Colorado Procurement Code R-24-102-202-01. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies of the State.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this **Addendum**.
- C. **Purpose.** Contractor is authorized to provide **light duty automobile parts** under this **Addendum**. This **Addendum** authorizes the purchase of such Goods and services, in accordance with the terms of Orders issued pursuant to the **Master Agreement** by eligible entities within the State of Colorado.

The State Purchasing Office has issued this **Addendum** to establish the terms for purchase of Goods priced in the **Master Agreement** within the State of Colorado by State Agencies, Institutions of Higher Education, Political Subdivisions, eligible Non-Profit Organizations, and other eligible entities (including cooperatives), collectively referred to as the "Ordering Entities".

Except with respect to any Orders placed by it under this **Addendum**, the State Department of Personnel & Administration shall not be liable to the Contractor as a signatory to this **Addendum** for any breach by an Ordering Entity of any payment or other obligation herein or under any Order or contract for Goods, Goods and/or Services under this **Addendum**, and the State shall not be liable to Contractor for any payment or other obligation owed by any Political Subdivision or Non-Profit Organization or other non-state authorized ordering entity.

- D. **Participation.** Use of this **Addendum** by Ordering Entities that are authorized by Colorado statutes to use this **Addendum** is subject to the prior approval of the State Purchasing Office. Determination of eligibility for participation in this **Addendum** is solely within the discretion of the State Purchasing Office.
- E. **References.** All references in this **Addendum** to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### 4. DEFINITIONS.

**Addendum.** "Addendum" is synonymous with "Contract" and means this **Participating Addendum**, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to State law, Fiscal Rules, and State Controller Policies. The State Purchasing Office administers State Price Agreements on behalf of State Agencies and other Ordering Entities.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in this **Addendum** and the **WSCA Master Agreement**. The following terms as used herein shall be construed and interpreted as follows

**Chief Procurement Official.** "Chief Procurement Official" shall mean the Director of the State Purchasing Office, Colorado Department of Personnel and Administration.

**Contract.** "Contract" is synonymous with "**Addendum**" and means the integrated agreement consisting of this **Addendum**, the **WSCA Master Agreement**, their respective attachments, and any Orders issued in connection therewith, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

**Contract Funds.** "Contract Funds" means funds available for payment by the State to Contractor pursuant to this Contract for Orders placed by a State Agency and state-funded Institutions of Higher Education.

**Environmentally Preferable.** "Environmentally Preferable" shall mean products or services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products or services that serve the same purpose (CRS §24-103-207.5, May 21, 2007).

**Executive Director.** "Executive Director" shall mean the Executive Director of the Colorado Department of Personnel and Administration.

**Evaluation.** "Evaluation" means the process of examining Contractor's Work and rating it based on criteria established in **§7 (Statement of Work)** and **§21 (Statewide Contract Management System)**.

**Goods.** "Goods" means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with Services the Contractor renders.

**Institution of Higher Education.** "Institution of Higher Education" means a university or college located in the State of Colorado, which is supported by the State and not subject to the jurisdiction of the State Procurement Code.

**Non-Profit.** "Non-Profit" means eligible entities that have 501(c)(3) status under the United States of America's Internal Revenue Code, are recognized as "in good standing" by the Colorado Secretary of State office, and receive funding from federal, state, or local governmental sources with which to make purchases from State Price Agreement vendors. A Non-Profit eligible to utilize this **Addendum** must submit an annual application and be approved by the State Purchasing Office to make purchases from State Price Agreement vendors. As pursuant to Colorado Revised Statutes § 24-110-101 et. seq. and the Colorado State Procurement Rules, the State Purchasing Office (SPO) may authorize a public benefit non-profit entity as a qualified Nonprofit Organization and certified as a Local Public Procurement Unit by the SPO pursuant to CRS § 24-110-207.5 et. seq.

**Order.** "Order" means any purchase order, contract, or other authorized commitment voucher used by an Ordering Entity to order the Goods or Services priced in the **Master Agreement**. An Order amended consistent with the requirements of any Ordering Entity shall also be governed by the same terms and conditions presented in this **Addendum**. Terms and conditions inconsistent with or contrary to the terms and conditions of this **Addendum** and the **WSCA Master Agreement** shall not be added to or incorporated into this **Addendum** or the **WSCA Master Agreement** by any Order.

**Ordering Entity.** "Ordering Entity" means a Colorado State Agency in the Executive Branch of Colorado State government; other departments of the State (including the Department of Law, the State Treasurer, the Judicial Department, the Secretary of State; and the State Legislature); Institutions of Higher Education, Political Subdivisions, eligible Non-Profits, and other authorized entities (including cooperatives) that places Orders with Contractor.

**Party or Parties.** "Party" means the State or Contractor, and "Parties" means both the State and Contractor.

**Political Subdivision.** "Political Subdivision" means any Colorado governmental entity such as cities, towns, counties, and special districts such as school, fire, water, transportation, etc.

**Review.** "Review" means examining Contractor's work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§7 (Statement of Work)**, **§21 (Statewide Contract Management System)**, and in any Order.

**Services.** "Services" means the services required to be performed by Contractor pursuant to this **Addendum** and an Order.

**State Agencies.** "State Agencies" means the departments, divisions, commissions, boards, bureaus and institutions in the executive branch of Colorado State government (which do not include the Judicial Department, Department of Law, the Secretary of State, the State Treasurer, the State Legislature, State-supported Institutions of Higher Education not governed by the State Procurement Code; Colorado Political Subdivisions or Non-Profit entities, or other non-state authorized entities).

**State Purchasing Office or SPO.** "State Purchasing Office" or "SPO" means the State of Colorado State Purchasing Office, Colorado Department of Personnel & Administration, Division of Finance and Procurement.

**Subcontractor.** "Subcontractor" means, in the event subcontracting by the Contractor is authorized, a third-party, if any, engaged by Contractor to aid in performance of its obligations under this **Addendum**.

**Work.** "Work" means the tasks and activities Contractor is required to perform to fulfill its obligations under this **Addendum** and each **Order**, including the provision of Goods and performance of Services.

**WSCA.** "WSCA" means the Western State Contracting Alliance, based in Kentucky, represents a unified, nationally-focused cooperative purchasing program leveraging the collective expertise and experience of WSCA and, aggregate the demand of all 50 states, and help spur innovation and competition in the marketplace. Awards are made by a Lead State as Master Agreements with specific vendors through a competitive solicitation, sealed bids, and criteria-based evaluation process. [www.aboutwsca.org](http://www.aboutwsca.org).

## 5. TERM.

- A. **Initial Term-Work Commencement.** The Parties' respective performances under this **Addendum** shall commence on the later of either the Effective Date or **January 25, 2014**. This **Addendum** shall terminate on **December 31, 2014** or the termination of the **Master Agreement**, unless terminated sooner or further extended as specified elsewhere herein.
- B. **Two-Month Extension.** The State, at its sole discretion upon written notice to Contractor as provided in **§18 (Notices and Representatives)** or successor, may unilaterally extend the term of this **Addendum** for a period not to exceed two (2) months if the Parties are negotiating a replacement **Addendum** (and not merely seeking a term extension) at or near the end of any initial term or renewal term. The provisions of this **Addendum** in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two-month extension shall immediately terminate when and if a replacement **Addendum** is approved and signed by the Colorado State Controller.

**State's Option to Extend.** The State may unilaterally require continued performance for a period of **one (1) one-year renewal** concurrently with the extension of the term of the **Master Agreement** at the same rates and same terms specified in the **Addendum**. If the State exercises its option(s), it shall provide written notice to Contractor at least 30 days prior to the end of the current contract term in form substantially equivalent to **Exhibit B (sample Option Letter)**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this **Addendum**. The total duration of this **Addendum**, including the exercise of any options under this clause, shall not exceed **two (2) years**, unless authorized in writing by the State Purchasing Director. Continuation of this **Addendum** beyond the initial term is a State prerogative and not a right of the Contractor. This prerogative shall be exercised only when such continuation is clearly in the best interest of the State.

## 6. MODIFICATIONS TO MASTER AGREEMENT.

For the purposes of this **Addendum**, the **Master Agreement** is modified as follows and the page number references have been added to the **Master Agreement** for the purpose of identifying the location of the specific terms:

- A. **Authorized Ordering Entities.** In **WSCA Master Agreement, Statement of Work, 2. Scope** (page 1 of 2), as pursuant to Colorado Revised Statutes § 24-110-101 et. seq. and the Colorado State Procurement Rules, the State Purchasing Office (SPO) may authorize a public benefit non-profit entity as a qualified Nonprofit Organization and certified as a Local Public Procurement Unit by the SPO pursuant to CRS § 24-110-207.5 et. seq. Therefore, after the first paragraph, a second paragraph shall be inserted and it shall read as follows:

"For Colorado as a Participating State in the WSCA Master Agreement, non-profit organizations meeting the requirements of Colorado Revised Statutes § 24-110-101 et. seq. and CRS § 24-110-207.5. et. seq., may be qualified as an authorized Ordering Entity."

- B. **Billing Information on Invoices.** In **WSCA Master Agreement, Statement of Work, 8. Billing Information** (page 2 of 2), in addition to the components to be shown on an invoice and in accordance with this **Addendum's Section 7, Statement of Work, F. Orders**. Therefore, after the first paragraph, a second paragraph shall be inserted and it shall read as follows:

"For Colorado as a Participating State in the WSCA Master Agreement, the invoice must include the Colorado price agreement number as "0600YYY03P/WSCA" and the (California) WSCA Master Agreement number as "WSCA MA #5-09-99-28".

- C. **Billing Information on Invoices.** In **WSCA Master Agreement, Exhibit B, Budget Detail and Payment Provisions, Section "Invoicing"** (page 1), in addition to the components to be shown on an invoice and in accordance with this **Addendum's Section 7, Statement of Work, F. Orders;** after the last bullet, additional bullets shall be inserted and shall read as follows:
- " o Colorado price agreement number as "**0600YYY03P/WSCA**"
  - o WSCA Master Agreement number as "**WSCA MA #5-09-99-28**"."
- D. **Payments to Contractor.** In **WSCA Master Agreement, Exhibit B, Budget Detail and Payment Provisions, Section "Payment"** (page 2) and **WSCA Master Agreement, Exhibit D, Standard Contract Terms and Conditions, Western States Contracting Alliance, Request for Proposal, section "Payment"** (page 3), then **Section 8, Taxes and Payments to Contractor, B. Payments to Contractor** of this **Addendum** shall be added after the first paragraph of the **WSCA Master Agreement**.
- E. **Administration Fees and Reporting.** In **WSCA Master Agreement, Appendix A-Contract, Exhibit B, Budget Detail and Payment Provisions, Section "Other State Specific Administration Fee"** (page 2), then **Section 10. Administration Fees** of this **Addendum** shall be added to the end of the **WSCA Master Agreement's** first paragraph.
- F. **Funding Out Clause.** **WSCA Master Agreement, Exhibit B, Budget Detail and Payment Provisions, Section "Budget Contingency Clause"** (page 2) is deleted in its entirety and **Section 8, Taxes and Payments to Contractor, A. Taxes and Tax Exemption Status, vii. Available Funds-Contingency-Termination** of this **Addendum** is substituted in lieu thereof.
- G. **Venue.** **WSCA Master Agreement, Exhibit C, General Provisions, Section 6. Applicable Law** (page 1 of 7), is deleted in its entirety and **Section 22, General Provisions, F. Jurisdiction and Venue** of this **Addendum** is substituted in lieu thereof.
- H. **Assignment/Subcontract.** In **WSCA Master Agreement, Exhibit C, General Provisions, Section 9. Assignment** (page 1 of 7) and **WSCA Master Agreement, Exhibit D, Standard Contract Terms and Conditions, Western States Contracting Alliance, Request for Proposal, section "Assignment/Subcontract"** (page 3), then **Section 22. General Provisions, A. Assignment and Subcontracts** of this **Addendum** shall be added as a second paragraph after the **WSCA Master Agreement's** first paragraph.
- I. **Insurance.** **WSCA Master Agreement, Exhibit C, General Provisions, Section 21. Insurance** (pages 2 and 3 of 7) is deleted in its entirety and **Section 15, Insurance** of this **Addendum** is substituted in lieu thereof.
- J. **Contract Termination and Remedies.** **WSCA Master Agreement, Exhibit C, General Provisions, Section 26. Rights and Remedies of State for Default Insurance** (pages 2 and 3 of 7) is deleted in its entirety and **Section 17, Remedies** of this **Addendum** is substituted in lieu thereof.
- K. **Required Payment Date.** **WSCA Master Agreement, Exhibit C, General Provisions, Section 30. Required Payment Date** (page 4 of 7) is deleted in its entirety and **Section 8, Taxes and Payments to Contractor, B. Payments to Contractor** of this **Addendum** is substituted in lieu thereof.
- L. **Taxes.** **WSCA Master Agreement, Exhibit C, General Provisions, Section 31. Taxes** (page 4 of 7) is deleted in its entirety and **Section 8, Taxes and Payments to Contractor, A. Taxes and Tax Exemptions Status** of this **Addendum** is substituted in lieu thereof.
- M. **Confidentiality of Data.** In **WSCA Master Agreement, Exhibit C, General Provisions, Section 34. Confidentiality of Data** (page 4 of 7), then **Section 12. Confidential Information – Ordering Entity Records** of this **Addendum** shall be added as a second paragraph after the **WSCA Master Agreement's** first paragraph.

- N. News Releases. In **WSCA Master Agreement, Exhibit C, General Provisions, Section 35. News Releases** (page 4 of 7), after the first sentence in the first paragraph, insert a clause pertaining to Colorado and it shall read as follows:
- “News releases pertaining to Colorado activities, unless otherwise exempted, shall not be made without prior written approval of the Colorado State Purchasing Office.”
- O. Patent, Copyright and Trade Secret Indemnity. In **WSCA Master Agreement, Exhibit C, General Provisions, Section 36. Patent, Copyright and Trade Secret Indemnity, subsection a)** (page 4 of 7), in the first sentence of the first paragraph and after “Contractor shall hold the State of California”, insert “and the State of Colorado and whereas “State” means both California and Colorado”.
- P. Examination and Audit. **WSCA Master Agreement, Exhibit C, General Provisions, Section 37. Examination and Audit** (page 5 of 7) is deleted in its entirety and **Section 11. Contractor Records** of this **Addendum** is substituted in lieu thereof.
- Q. Disputes. In **WSCA Master Agreement, Exhibit C, General Provisions, Section 38. Disputes, subsection a)** (page 5 of 7), in the fourth paragraph and after “the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division” insert “for the State of California and for the State of Colorado to the State Purchasing Director”.
- R. ARRA. **WSCA Master Agreement, Exhibit C, Supplemental Terms and Conditions for Contracts Using ARRA Funds**, (page 1) is deleted in its entirety and **Section 22. General Provisions, Q. American Recovery and Reinvestment Act of 2009 (“ARRA”) and Federal Funding Accountability and Transparency Act of 2004 (“FFATA”)** of this **Addendum** is substituted in lieu thereof.
- S. Reports. In **WSCA Master Agreement, Exhibit D, Standard Contract Terms and Conditions, Western States Contracting Alliance, Request for Proposal, section “Reports”** (page 2), then **Section 9. Reporting - Notification** of this **Addendum** shall be added to the end of the **WSCA Master Agreement’s** first paragraph.

## 7. STATEMENT OF WORK.

- A. **Completion.** Contractor shall complete the Work and its other obligations as described herein and in accordance with any Order issued by an Ordering Entity. The State, State Agencies, and state-funded Institutions of Higher Education shall not be liable to compensate Contractor for any Work performed on an Order placed prior to the Effective Date or after the termination of this **Addendum**. Further, the State shall not be held liable to compensate Contractor for any Work performed on an Order placed by a non-State Ordering Entity.

**Services.** Services are broadly classed as guidance, support, training, and optimization of products offered or supplied under this **Addendum**. The types of services may include, but are not limited to: warranty services; recycling/disposal; guidance, training, and support; service desk/help desk; and any other directly related technical support service required for the effective operation of a product offered or supplies. General consulting and all forms of application development services are excluded.

**Maintenance and Service Warranty.** Contractor warrants that any Goods provided under this **Addendum** which is serviced by Contractor shall perform in accordance with the manufacturer's specifications provided in the **Addendum**. If such Goods fails to perform in accordance with the manufacturer's specifications, Contractor shall repair the Goods or replace the Goods with Goods of equal or greater functionality at no additional cost to the State or the Ordering Entity. Except for the Warranty set forth in this section, Contractor disclaims all other warranties and representations, express or implied.

- B. **Employees.** All persons employed by Contractor or Subcontractors to perform Work under this **Addendum** shall be Contractor's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this **Addendum**.



- C. **Pricing and Price Changes.** The SPO reserves the right to publish any pricing contained in the **Master Agreement** (such as **Exhibit C, Discounts and Market Basket Pricing**) on the State Price Agreements website, currently at [www.colorado.gov/BIDS](http://www.colorado.gov/BIDS) for use by Ordering Entities.
- D. **Renewal of Agreement.** In the event of renewal of this **Addendum**, or any amendment of its terms (including prices), unless otherwise specified in an Order, the Contractor shall provide Goods and/or Services in accordance with the terms of the **Addendum** current at the time of the Order, and invoice the Ordering Entity at the pricing in effect at the time the Order was placed.
- E. **Performance.** Contractor shall become familiar with individual Ordering Entity rules and regulations, as identified by the Ordering Entity, regarding personnel, procurement, and fiscal rules, delivery requirements, and other relevant procedures, and shall comply with any Executive Orders of the Governor of the State and any other judicial or administrative decisions regarding the State of Colorado. In the event that Contractor is unable or unwilling to comply with any future directive, Contractor shall have the right to terminate this **Participating Addendum** without penalty by notifying the State Purchasing Office with at least 30 days written notice in accordance with **§18 (Notices and Representatives)**.
- i. **Customer Service Representatives.** Contractor shall provide each Ordering Entity utilizing the **Addendum** with contact information for customer service representatives assigned to handle questions and timely resolve all problems that arise with any Orders. Service representatives shall be available, at a minimum, from **8:00 a.m. to 5:00 p.m., Mountain Time, Monday through Friday** (State holidays excepted). Contractor shall also provide a list of customer service contacts to the State's principal representative identified in **§18 (Notices and Representatives)**, and shall provide notice when any updates are made to this list. Customer service representatives shall be available by phone (via local or toll free number), fax, or email during the required times. All customer service representatives shall have online access to account information and be able to provide a timely response to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, **Addendum** pricing, category discounts, product availability, product information, account and billing questions, and **Addendum** compliance requirements.
  - ii. **Contract Management.** Contractor shall provide contract management and sales support to the State and to each Ordering Entity. Contractor shall designate a representative(s) who shall have primary responsibility for management of this **Addendum**. Contractor shall notify the State's principal representative identified in **§18 (Notices and Representatives)** or successor of any change in designated representative(s).
  - iii. **Subcontracting.** Contractor is the Prime Contractor and shall be fully accountable to the State for assuring that its Subcontractors comply with the terms of this **Addendum** between the State and the Prime Contractor.
  - iv. **Resolution of Performance Issues.** Ordering Entities have the authority and discretion to resolve performance issues with Contractor. Contractor is required to first meet with the Ordering Entity and its purchasing office to resolve issues once an Ordering Entity has given notice of a performance issue. If resolution cannot be reached, then Contractor shall and the Ordering Entity should contact the SPO in writing to request assistance in reaching resolution to the satisfaction of all parties involved. Contractor's failure to provide satisfactory performance after receiving notice of a performance issue may be sufficient cause for Ordering Entities to give notice of breach to Contractor and terminate Orders they have placed. Contractor shall convey any notice a breach it receives to the SPO via email within 5 business days of receipt thereof.
  - v. **Training/Guidance.** Contractor shall provide all necessary training and/or guidance to Ordering Entities at no additional cost on all aspects of ordering, online ordering, product delivery, product returns, and customer service processes. Further, Contractor shall provide to Ordering Entities, as applicable, training/guidance and information on the use of products, including their energy efficiency; new features; opportunities for manufacturer/certified set up and training; green "EPP"; and other services that are offered or available.
  - vi. **Procurement Card.** Contractor shall have the capability to accept procurement "credit" cards. Contractor shall have industry standard security protocol including storage of data, ordering security, and data file security.

- vii. **URL and Colorado Page.** Contractor shall provide an URL link and Colorado "splash" page or landing page with link to the SPO State Price Agreement website currently at [www.colorado.gov/BIDS](http://www.colorado.gov/BIDS).
- viii. **Marketing Notices.** Prior to any distribution, all Contractor marketing notices and literature intended for distribution to Colorado Ordering Entities utilizing the **Addendum** must be submitted to **SPO** for advance written approval. Maintenance of mailing lists and the production and distribution of pre-approved marketing notices and literature is the Contractor's responsibility and shall be at Contractor's expense.

**F. Orders.** An Ordering Entity shall place Orders with Contractor for Goods and/or Services on an "as-needed" basis. Orders shall be placed consistent with the terms of this **Price Agreement** during the term specified in **§5 (Term)**. Each Ordering Entity shall identify and utilize its own appropriate purchasing procedure and documentation. Contractor shall not begin Work without a valid order number. State Agencies and State-funded Institutions of Higher Education shall ensure that no Work begins before a valid purchase order or contract is in place and shall comply with the purchasing requirements described in State Fiscal Rule 2-2-4 (Orders in excess of \$100,000 shall utilize a State contract and encumbrance of Contract Funds). The Ordering Entity that places an Order shall be solely responsible for payment of the Order.

The State of Colorado shall not be liable for payment of Orders placed by non-State Ordering Entities and Contractor shall not seek compensation from the State of Colorado for such Orders. All communications concerning administration of Orders placed shall be furnished solely to the purchasing officer within the Ordering Entity's purchasing office, or to such other individual identified in writing in the Order. All Orders for Goods or Services issued pursuant to this **Addendum**, at a minimum, shall include:

- i. Order date, when the Order is being placed by the Ordering Entity;
- ii. A brief description of the Goods or Services being purchased or delivered including line item descriptions; item numbers; quantity ordered; quantity to be included in shipments; unit costs; or in the case of Services, ordered on an hourly basis, the cost per hour and ceiling amount of the ordered Services; and totals;
- iii. The place and requested time of delivery or performance;
- iv. The billing address;
- v. The complete name of the Ordering Entity to include the name, phone number, and address of the Ordering Entity's purchasing officer or representative;
- vi. The State of **Colorado Price Agreement** Number: **0600YYY03P/WSCA**; and
- vii. **WSCA Master Agreement** Number issued by the State of California, lead State: **5-09-99-28**.

**Delivery.** Unless otherwise agreed in writing, any Goods ordered pursuant to this **Addendum** shall be performed at or delivered freight on board (F.O.B.) destination to the location specified in the Order with all transportation and handling charges paid by Contractor. The Ordering Entity shall not be deemed to have accepted any Goods supplied by the Contractor until such time as said Goods have been installed, is operating in accordance with the specifications and is accepted by the Ordering Entity. Transfer of title of purchased Goods shall pass to the Ordering Entity upon delivery.

**Order Terms.** Orders shall be placed consistent with the terms of this **Addendum** during the term specified in **§5 (Term)**. Orders must be placed pursuant to this **Addendum** prior to the termination date hereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this **Addendum**. Notwithstanding the expiration or termination of this **Addendum**, the Contractor agrees to perform in accordance with the terms of any Orders outstanding at such expiration or termination. **Addendum** provisions required to implement and govern Order performance shall survive **Addendum** termination until all outstanding Orders have been completed or terminated in accordance with this **Addendum**.

**Forced Substitutions.** Forced substitutions are not allowed. If an ordered Goods is out of stock, the Contractor shall notify the Ordering Entity in writing and request prior approval before substituting for the out-of-stock item. Contractor's request to substitute must explain how the substituted Goods compares with the out-of-stock item. If a Goods is discontinued, Contractor must notify, in writing, the State's principal representative identified in **§18 (Notices and Representatives)** of the change. Any substitution or Goods replacement offered must remain within the scope of this **Addendum**.

**G. Termination of an Order for the Public Interest.** Unless otherwise agreed, the procurement officer, when the interests of the Ordering Entity with the exception of non-governmental Entities, so require, may terminate any Order, in whole or in part, for the public interest of the Ordering Entity, provided only that such termination will not relieve such Ordering Entity from its obligations with respect to any Goods and/or Services already delivered to or used by such Ordering Entity. The procurement officer shall give at least thirty (30) days prior written notice of the termination to Contractor specifying the part of the Order terminated and when termination becomes effective. Termination for the public interest of all or any portion of an Order shall not constitute a breach of this **Addendum** by the Ordering Entity.

- i. **Contractor's Obligations** Contractor shall incur no further obligations in connection with the terminated Order and on the date set in the notice of termination. Contractor will stop work to the extent specified in the notice. Contractor must still complete and deliver to the Ordering Entity the any Work not terminated by the notice of termination.
- ii. **Compensation** Upon termination of an Order by an Ordering Entity, Contractor shall be entitled to compensation as follows: Contractor shall submit a termination claim specifying the amounts due because of the termination for the public interest together with cost or pricing data bearing on such claim. Ordering Entity shall pay Contractor an amount which bears the same ratio to the total reimbursement under the Order as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in the Order, less payments previously made. Additionally, if a terminated Order is less than sixty (60) percent completed, the Ordering Entity may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under such Order) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor under such Order.

**H. Discounts and Market Basket Pricing.** The various categories of light duty automotive parts are shown in **Exhibit C, Discounts and Market Basket Pricing** attached hereto and incorporated herein by this reference. The "discount structure" is representative of the primary categories of products provided by the Contractor at specified discounts. Purchase prices are governed by the discount off List Price as stated in the **WSCA Master Agreement**. The "market basket" is a representative list of Goods typically purchased in the Colorado market region. A full catalog of products is available through the Contractor's website.

For the purpose of reducing processes requiring formal signature amendments to administer this **Addendum**, the following changes, additions, deletions are hereby identified as minor modifications that do not require a formal written amendment to this **Addendum**. The following minor modifications require written documentation supplied to the State from the Contractor supported by an electronic modification published on the Colorado State Purchasing Office Price Agreement webpage by the Principal Representative for the State:

- (i) List of Contractor's current market basket Goods on **Exhibit C** is subject to mutual revision by the State and Contractor as historical sales data and analysis is generated.

**I. Contractor's Authorized Stores.** The Contractor's stores currently authorized to provide light duty automotive parts and related services are addressed in **Exhibit D, AutoZone Colorado Stores**, attached hereto and incorporated herein by this reference.

For the purpose of reducing processes requiring formal signature amendments to administer this **Addendum**, the following changes, additions, deletions are hereby identified as minor modifications that do not require a formal written amendment to this **Addendum**. The following minor modifications require written documentation supplied to the State from the Contractor supported by an electronic modification published on the Colorado State Purchasing Office Price Agreement webpage by the Principal Representative for the State:

- (i) List of Contractor's current authorized stores on **Exhibit D** is subject to revision by the State as authorized stores are added or removed by the Contractor.

## **8. TAXES and PAYMENTS TO CONTRACTOR.**

**A. Taxes and Tax Exemption Status.** The State and State Agencies are exempt from all federal excise taxes under the United States of America Internal Revenue Code (IRC) Chapter 32 (No. 84-730123K) and from all Colorado State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq.

Such exemptions apply when Goods are purchased or Services are rendered to benefit the State. Contractor is hereby notified that when Goods are purchased for the benefit of State Ordering Entities, some Political Subdivisions (e.g., City and County of Denver) may require payment of sales or use taxes even though the product or service is provided to the State or a State Ordering Entity. These sales or use taxes will not be reimbursed by the State Ordering Entity, nor will any prices or rates in this Contract be adjusted on account of such taxes.

For the purpose of establishing this **Addendum**, the SPO's FEIN is 84-0644739; however, different Ordering Entities may have their own Federal Employer Identification Numbers. The State's tax exemption number is 98-02565-0000; however, different Ordering Entities may have their own tax exemption numbers as well. The Contractor shall be responsible for requesting and obtaining each Ordering Entity's FEIN and tax exemption number and documentation at the time an Order is placed or upon Contractor's request. The State is not liable for any taxes assessed against Contractor for franchise or licensing, or related to the income of the Contractor. No taxes of any kind shall be charged to the State.

**B. Payments to Contractor.** An Ordering Entity issuing a valid Order shall be bound by the terms and conditions of this **Addendum**, including, without limitation, the obligation to pay Contractor for Goods and/or Services in accordance with the provisions of this §8, using the methods set forth below. The State of Colorado shall not be liable for payment of Orders placed by a non-State Ordering Entity nor shall the Contractor seek compensation from the State of Colorado for such Orders.

- i. **Invoicing/Billing.** Contractor shall have an accounting and billing system and provide Ordering Entities with an invoice when purchases are made. Contractor shall invoice Ordering Entities for acceptable Goods delivered and/or Services performed and accepted by the Ordering Entity at the price listed in the **Master Agreement**. A statement showing transactions for a period is not an invoice, though the Contractor may provide such documents as information to the Ordering Entity on a regular basis or upon the request of the Ordering Entity. Unless otherwise specified in the Order, the Ordering Entity will pay Contractor based on submission of invoices to the Ordering Entity detailing the dates, quantity, and description of Goods delivered and/or Services performed, the billing rate, and Order number. Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction from subsequent payments under Orders or other contracts between the Ordering Entity and the Contractor.

The terms and conditions on any invoice, statement, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the State or any Ordering Entity. The Contractor's and Ordering Entities' rights and obligations shall be governed solely by the terms and conditions of this **Addendum**. Any Ordering Entity employee's signature on Contractor's forms shall be effective only to establish receipt of Goods or Services. The Contractor shall provide a toll free number for Ordering Entity inquiries on billing problems.

- ii **Remittance.** Ordering Entities will remit payments by mail or via State procurement credit cards or as otherwise agreed by Contractor and such Ordering Entity. The Ordering Entity shall send payments to Contractor at the address shown on the invoice if it is the same address recorded in this **Addendum** or subsequently provided to SPO in writing. **Contractor** must provide notice within five (5) business days of a change to the SPO in writing (email is acceptable) in the event the remittance information changes.
- iii **Payment By State Ordering Entities; Interest.** State law and regulations provide that the State shall pay vendors within forty-five **(45) days after** receipt of an invoice for products or services provided by a vendor and previously accepted by a State Ordering Entity, unless otherwise agreed to by special conditions specified in the Order. A State Ordering Entity liability not paid within forty-five days is considered delinquent and, unless otherwise agreed to, the State Ordering Entity will pay interest on the unpaid balance beginning on the forty-sixth day at the rate of one percent per month on the unpaid balance until paid in full, provided, however, that interest shall not accrue on unpaid amounts that are the subject of a good faith dispute regarding the obligation to pay all or a portion of the liability.

Contractor shall invoice State Ordering Entities separately for accrued interest on delinquent amounts due. The billing shall reference the delinquent payment, the number of days interest to be paid, and the applicable interest date. (Section 24-30-202(24), C.R.S., as amended.)

- iv. **Payment By Colorado Political Subdivisions, Non-Profits, or Other Authorized Entities:** For Orders placed by non-State Ordering Entities (Political Subdivisions, Non-Profits, or other authorized entities), terms for Payment shall be specified in the written Orders. Contractor shall invoice non-State Ordering Entities directly. Ordering Entities generally remit payment in a timely manner within forty-five (45) days of invoice; however, it is the Contractor's responsibility to confirm all payment terms with each non-State Ordering Entity at the time an Order is placed.
- v. **Maximum Amount.** State Ordering Entities shall place Orders with the Contractor using a purchase order or state contract as required by State law and regulations. All other Ordering Entities shall place Orders with a purchase order or other contracting document acceptable to the Contractor. The maximum amount payable by the Ordering Entity under this **Addendum** shall be determined by the amount of Orders placed and other contracting documents. No Contract Funds shall be encumbered by the State Department of Personnel & Administration against this **Addendum** unless an Order is placed by that agency. Ordering Entities shall state the maximum amount available for the purchase of Goods and/or Services under each Order.
- vi. **Advance, Interim and Final Payments.** Any advance payment allowed under any Order issued by a State Agency against this **Addendum** shall comply with State Fiscal Rules and be made in accordance with the provisions of this **Addendum** and such Order. Other Ordering Entities may have their own fiscal procedures regarding advance payments, which may be agreed upon in writing between the non-State Ordering Entity and the Contractor.
- vii. **Available Funds-Contingency-Termination.** State Ordering Entities are prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, Contractor's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, **§23 (Colorado Special Provisions)** hereof. If federal funds are used to fund Work ordered by State Ordering Entities under this **Addendum**, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such Contract Funds. State Ordering Entities shall only make payments for Work ordered by a State Ordering Entity under this **Addendum** from available State Ordering Entity Contract Funds that have been encumbered for that Work, and the State Ordering Entity's liability for such payments shall be limited to the amount remaining of such encumbered Contract Funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund any Work ordered by a State Ordering Entity under this **Addendum**, the State Ordering Entity may terminate the Order immediately, in whole or in part, without further liability in accordance with the provisions hereof. Non-State Ordering Entities may have their own fiscal requirements regarding available funds for payment of Orders, which may be agreed upon in writing between the non-State Ordering Entity and the Contractor.
- viii. **Erroneous Payments.** At the State's sole discretion, State Ordering Entity payments made to the Contractor in error for any reason, including, but not limited to, omission, error, fraud, or defalcation, overpayments or improper payments, and unexpended or excess funds received by Contractor, may be recovered from Contractor by deduction (set-off) from subsequent payments under this **Addendum** or other contracts, grants or agreements between the State and Contractor or by other appropriate methods, or collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State. Non-State Ordering Entities may have their own fiscal requirements regarding erroneous payments, which may be agreed upon in writing between the non-State Ordering Entity and the Contractor.
- ix. **Discount/Delinquency Period.** Any applicable cash discount period or delinquency period shall start from the date of receipt of an acceptable invoice, or from the date of receipt of acceptable Goods or Services at the specified destination by an authorized Ordering Entity representative; whichever is later.

## 9. REPORTING – NOTIFICATION.

Reports, Evaluations, and Reviews required under this **§9** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§21 (Statewide Contract Management System)**, as applicable. Contractor's failure to provide these reports shall constitute cause for cancellation of this **Addendum** and may disqualify Contractor from the award of future awards by the State.

- A. Performance, Progress, Personnel, and Funds.** Contractor shall submit a report to the Ordering Entity upon expiration or sooner termination of this **Addendum**, containing an Evaluation and Review of Contractor's performance and the final status of Contractor's obligations hereunder. In addition, Contractor shall comply with all reporting requirements, if any set forth in any Order.
- B. Volume Reports.** The State intends to use the centralized method of volume reporting directly to WSCA. Contractor shall furnish sales/volume reports **thirty (30) days** after the end of each calendar quarter. The quarter periods are: January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31; of any given year.

Contractor must provide SPO a report detailing the total sales to all Ordering Entities within the State each reporting period. The Volume detail report, for the quarter being reported, shall contain the following: identify the date of sale, Ordering Entity name, the items purchased, quantity, unit price, extended cost (quantity x unit price), list price per unit, extended list cost (quantity x list price /unit), and savings (extended cost minus extended list cost). Additionally, Contractor must provide a summarized report in a form substantially equivalent to **Exhibit E (sample Summary Volume Report)** attached hereto and incorporated herein; and in a format requested by the SPO such as an Excel spreadsheet. Reports to be sent via email to the Primary Contact identified in **§18 (Notices and Representatives)**. Specifically, the reports must include:

- i. **Total Sales Dollars:** Total spent by each Ordering Entity group (State Agencies "SA", Institutions of Higher Education "HE", other State entities that are not SA's such as Political Subdivisions "PS", and eligible Non-Profit organizations "NP") as a result of this **Addendum** every quarter. Then total spent by all groups.
- ii. **Total Regular (List) Cost of Total Sales:** Total of the extended list cost by each entity group for SA, HE, PS, and NP. Then total cost for all groups.
- iii. **Total Estimated Cost Savings:** Total estimated cost savings (total sales minus extended list cost = savings) by each entity group for SA, HE, PS, and NP. Then total savings for all groups.
- iv. **Total Paid by Procurement Card:** Total sales made by a procurement "credit" card by each entity group for SA, HE and NP. Then totaled for all groups.
- v. **Amount of Administration Fee:** The administration fee due to the State of Colorado in accordance with **§10 (Administration Fees)**.

If the foregoing requirements cannot be met by using the WSCA reporting method, Contractor shall be required to provide Colorado specific reporting in the form set forth currently on the State Purchasing Office website: [www.colorado.gov/BIDS](http://www.colorado.gov/BIDS). Any modifications made to the volume report requirements will be a collaborative effort between the Contractor and the State. The sales information needs of the State; however, shall be the primary factor considered in determining any permitted modification of reporting requirements.

On a quarterly basis, the State shall assist the Contractor in identifying the Ordering Entity as a SA, HE, PS, or NP. Once identified, the Contractor shall make adjustments to the customer's account profile. In the event a quarterly report submitted by the Contractor contains discrepancies, when notified by the State, the Contractor shall make necessary modifications and resubmit reports in a timely manner, as needed.

**Additional Reports.** Contractor also shall provide a comprehensive sales history at the end of each calendar year of this **Addendum** or within 15 days of request from the State Purchasing Office. The comprehensive sales reports shall set forth, at a minimum, the name of each Ordering Entity, the Orders placed, the quantity of Goods and/or Services purchased, a description of the Goods and/or Services, the unit price, the extended dollar amount spent, and the overall total amount spent for the period. If requested, Contractor also shall provide detailed reports of the type described above to any Ordering Entity under this **Addendum**.

- C. Litigation Reporting.** Within ten (10) days after being served with any pleading in a legal action filed with a court or administrative agency, related to this **Addendum** or which may affect Contractor's ability to perform its obligations hereunder, Contractor shall notify the SPO in writing (email is preferable) of such action and deliver copies of such pleadings to the State's principal representative as identified in **§18 (Notices and Representatives)**. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the State Department of Personnel & Administration.

- D. Subcontracts.** Contractor shall submit to the SPO or the State's principal representative copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder upon request by the State. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado and that Subcontractors shall comply with the terms of this **Addendum**, which terms shall be incorporated by reference in the subcontracts.
- E. Noncompliance.** Contractor's failure to provide reports and notify the State in a timely manner in accordance with this §9 may result in the delay of payment of State funds and/or termination as provided under this **Addendum**.

## 10. ADMINISTRATION FEES.

- A. Fees and Due Dates.** The Colorado General Assembly has authorized the State Purchasing Office to collect a fee for the administration of statewide contracts. On a quarterly basis, Contractor shall return to the State a fee of 1.00 % (.0100 multiplication factor) of the total sales within the State by all Ordering Entities during that quarter, to assist with the cost of contract administration by the State. The Contractor shall remit the administration fee to the State within **thirty (30) days** of the end of each quarter. The quarter periods and report/payment submission dates of any given year are:

<u>Quarter End Dates</u>	<u>Payment and Report Due Dates</u>
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30
October 1 to December 31	January 30.

Contractor may adjust the pricing listed in the **WSCA Master Agreement** to include the State's administration fee by adding the fee to the **WSCA Master Agreement** price for the Goods and/or Services billed on its invoice to Ordering Entities, in which case; however, the administrative fee shall not be listed as a separate line item on the invoice. Colorado Administration Fees shall be made payable to the **State of Colorado, Department of Personnel and Administration**, by a check currently submitted to the following and which may be updated upon written notice by the State:

Colorado Department of Personnel and Administration,  
Division of Finance and Procurement, State Purchasing Office  
1525 Sherman Street, Third Floor, Denver, CO 80203.

- B. Mandatory or Permissive Agreement.** The Statewide **Price Agreement** shall be "permissive" and State Agencies subject to the State's Procurement Code may use this **Price Agreement** if and when the supplies or services are needed. If supplies or services contained on permissive price agreements are not used by such Agencies, the needs must be submitted for competition as provided by Procurement Code. Exceptions may be granted by the Director of the State Purchasing Office upon application by the State Agency involved. This "permissive" statewide **Price Agreement** is not an exclusive price agreement to a specific vendor, and the State of Colorado reserves the right to create multiple "permissive" or "mandatory" price agreements. While Political Subdivisions, eligible Non-Profit Organizations, and other authorized entities may place Orders under this **Price Agreement**, whether the agreement is designated as "mandatory" or "permissive", the decision to do so shall be at the discretion of each non-State Agency Ordering Entity.

## 11. CONTRACTOR RECORDS.

- A. Maintenance and Record Retention Period.** Contractor shall make, keep, maintain, and allow inspection and monitoring by the State or Ordering Entity at reasonable times and places with advance written notice of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services hereunder. Contractor shall maintain such records until the last to occur of: (i) a period of three (3) years after the date this **Addendum** expires or is sooner terminated, or (ii) final payment is made hereunder, or (iii) the resolution of any pending **Addendum** matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

- B. Inspection.** Upon advance written notice from the State or Ordering Entity and during reasonable business hours, the Contractor shall permit the State; the Ordering Entity; and if the Order utilizes federal funds, the federal government to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's records related to this **Addendum** such as orders placed invoices, sales usage reports, credit card data during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this **Addendum**, including any extensions or renewals. If the Work fails to conform to the requirements of this **Addendum**, the State may require Contractor promptly to bring the Work into conformity with **Addendum** requirements, at Contractor's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Contractor to take action necessary to ensure that future performance conforms to **Addendum** requirements, and may exercise the remedies available under this **Addendum**, at law or in equity, in lieu of or in conjunction with such corrective measures.
- C. Final Audit Report.** If an audit is performed on Contractor's records for any fiscal year covering a portion of the term of this **Addendum**, Contractor shall submit a copy of the final audit report to the State's principal representative at the address specified herein. Contractor shall ensure the provisions of this paragraph apply to any subcontract related to performance under the Contract. Contractor shall, at Contractor's sole expense, reconstruct any records not preserved or retained as required by this **§11(D)**.

## 12. CONFIDENTIAL INFORMATION – STATE AND ORDERING ENTITY RECORDS.

Contractor shall comply with the provisions of this **§12** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

- A. Confidentiality.** Contractor shall keep all State and Ordering Entity records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for Ordering Entity records and information in the possession of Contractor shall be immediately forwarded to the State's principal representative.
- B. Notification.** Contractor shall notify its agent, employees, Subcontractors and assigns who may come into contact with State and Ordering Entity records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.
- C. Use, Security, and Retention.** Confidential information of any kind shall not be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by this **Addendum** or approved in writing by the State or the Ordering Entity. Contractor shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Contractor or its agents, except as permitted in this **Addendum** or approved in writing by the Ordering Entity or the State.
- D. Disclosure-Liability.** Disclosure of State or Ordering Entity records or other confidential information by Contractor for any reason may be cause for legal action by third parties against Contractor, the State or their respective agents. Contractor shall indemnify, save, and hold harmless the State, the Ordering Entity, its employees and agents, against any and all claims, damages, liability and court awards including reasonable costs, expenses, and attorney fees and related costs, and to the extent arising as a result of any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this **§12**. Nothing in this **§12** shall be construed to require Contractor to indemnify the State or any Ordering Entity against its own negligence.

## 13. CONFLICTS OF INTEREST.

Contractor shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Contractor's obligations hereunder. Contractor acknowledges that with respect to this **Addendum**, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations to the State hereunder.



If a conflict or appearance exists, or if Contractor is uncertain whether a conflict or the appearance of a conflict of interest exists, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or may constitute a breach of this **Addendum**. In the event that Contractor is unable or unwilling to follow the State's direction in regard to any conflict or apparent conflict, Contractor shall have the right to terminate this **Addendum** without penalty by notifying the State Purchasing Office upon at least 30 days written notice in accordance with **§18 (Notices and Representatives)**.

#### 14. REPRESENTATIONS AND WARRANTIES.

Contractor makes the following specific representations and warranties for the benefit of the State and Ordering Entities on the date hereof and as of each Order effective date, each of which was relied on by the State in entering into this **Addendum**, and will be relied upon by the State in entering into this Contract and by each Ordering Entity in placing Orders with Contractors.

- A. **Standard and Manner of Performance.** Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this **Addendum** and in any Order.
- B. **Legal Authority – Contractor Signatory.** Contractor warrants that it possesses the legal authority to enter into this **Addendum** and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this **Addendum**, or any part thereof, and to bind Contractor to its terms. If requested by the State, Contractor shall provide the State with proof of Contractor's authority to enter into this **Addendum** within 15 days of receiving such request.
- C. **Licenses, Permits, Etc.** Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this **Addendum**, without reimbursement by the State or other adjustment in Contract Funds. Additionally, all employees, agents, and Subcontractors of Contractor performing Services under this **Addendum** shall hold all required licenses or certifications, if any, to perform their responsibilities.

Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of such licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this **Addendum** is a material breach by Contractor and may constitute grounds for termination of this **Addendum**.

- D. **Doing Business in Colorado.** Contractor and its subcontractors and authorized dealer/distributors, if applicable, shall register with the Colorado Secretary of State in accordance with Colorado Revised Statute CRS §7-90-801, and must obtain a rating of "good standing" status and maintain it throughout the term of this **Addendum**. A copy of Contractor's Articles of Incorporation and/or Bylaws may be requested by the State.
- E. **Federal Employer Identification Number (FEIN).** Contractor shall submit to the State its F.E.I.N. prior to order issuance and as directed by the Office of the State Controller. Contractor shall also provide a completed W-9, Taxpayer Identification form, to the State.

#### 15. INSURANCE.

Contractor and its Subcontractors shall obtain and maintain insurance as specified in this **§15** at all times during the term of this **Addendum**. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Contractor and the State.

**A. Contractor**

- i. **Public Entities.** If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Contractor shall maintain at all times during the term of this **Addendum** such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Contractor shall show proof of such insurance satisfactory to the State, if requested by the State. Contractor shall require each contract with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.
- ii. **Non-Public Entities.** If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this **Addendum** insurance coverage and policies meeting the same requirements set forth in **§15(C)** with respect to Subcontractors that are not "public entities".

**B. Contractors – Subcontractors.** Contractor shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this **Addendum**, to include insurance requirements substantially similar to the following:

- i. **Worker's Compensation.** Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Contractor or Subcontractor employees acting within the course and scope of their employment.
- ii. **General Liability.** Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Contractor a certificate or other document satisfactory to Contractor showing compliance with this provision.
- iii. **Automobile Liability.** Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
- iv. **Additional Insured.** The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of Contractor and any Subcontractors hereunder.
- v. **Primacy of Coverage.** Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.
- vi. **Cancellation.** The State requests where possible, advance notice of cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with **§18 (Notices and Representatives)** within 7 days of Contractor's receipt of such notice.
- vii. **Subrogation Waiver.** All insurance policies in any way related to this **Addendum** and secured and maintained by Contractor or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**C. Certificates.** In accordance with **§18 (Notices and Representatives)**, Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven (7) business days of the Effective Date of this **Addendum**. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this **Addendum** or any subcontract, Contractor and each Subcontractor shall, within ten (10) days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§15**.

## 16. BREACH.

**Defined.** In addition to any breaches specified in other sections of this **Addendum**, the failure of the Contractor, the State or an Ordering Entity to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**Notice and Cure Period.** In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party and to the State in the manner provided in **§18 (Notices and Representatives)**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State or an Ordering Entity may exercise any of the remedies set forth in **§17 (Remedies)**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this **Addendum** in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

## 17. REMEDIES.

If Contractor is in breach under any provision of this **Addendum**, the State and an Ordering Entity shall have all of the applicable remedies listed in this **§17** in addition to all other remedies set forth in other sections of this **Addendum** and under applicable law, following the notice and cure period set forth in **§16 (Breach)**. The State and any Ordering Entity may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Contract Termination for Cause and/or Breach.** The State may terminate this entire **Addendum** or any part thereof in response to Contractor's uncured breach. Exercise by the State of this right shall not be a breach of its obligations hereunder. Contractor shall remain responsible for performance of this **Addendum** and any Orders to the extent not terminated, if any.

- i. **Obligations and Rights.** To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding Orders and subcontracts with third parties pertaining to such performance. However, Contractor shall complete and deliver to individual Ordering Entities all Work and Services not cancelled by the State termination notice, and may incur obligations as are necessary to do so within the terms of this **Addendum**. At the request of any Ordering Entities, Contractor shall assign to each respective Ordering Entity all of Contractor's right, title, and interest in Work Product created pursuant to their terminated Orders as of the effective date of their termination. Upon termination, Contractor and any Subcontractors shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which any individual Ordering Entities have an interest. Contractor and any Subcontractors shall immediately return to the Ordering Entities all materials owned by the Ordering Entities which are in their possession. All Work Product, at the option of the Ordering Entity, shall be delivered by Contractor to the Ordering Entity and shall become the property of the Ordering Entity.
- ii. **Payments.** Ordering Entities shall reimburse Contractor only for accepted performance up to the date of termination of an Order. If, after termination of an Order by the State, it is determined that Contractor was not in breach or that Contractor's action or that inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if the Order had been terminated in the public interest, as provided herein.
- iii. **Damages and Withholding.** Notwithstanding any other remedial action by the State or Ordering Entity, Contractor shall remain liable to the State and/or the Ordering Entity as may be appropriate for any damages sustained by the State or the Ordering Entity by virtue of any breach under this **Addendum** by Contractor. An Ordering Entity may withhold any payment to Contractor for the purpose of mitigating the Ordering Entity's damages, until such time as the exact amount of damages due to the Ordering Entity from Contractor is determined. The Ordering Entity may withhold any amount that may be due Contractor as the Ordering Entity deems necessary to protect it against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring substitute Goods or Services. Contractor shall be liable for excess costs incurred by the Ordering Entity in procuring from third parties replacement Work or Services as cover.

**B. Contract Early Termination in the Public Interest.** The State is entering into this **Addendum** for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this **Addendum** ceases to further the public policy of the State, the State, in its sole discretion, may terminate this **Addendum** in whole or in part, and any Order. Exercise by the State of this right shall not constitute a breach of the State's or any Ordering Entity's obligations hereunder. This subsection shall not apply to a termination of this **Addendum** by the State for breach by Contractor, which shall be governed by **§17(A)** or as otherwise specifically provided herein.

i. **Method and Content.** The State shall notify Contractor of such termination in accordance with **§18 (Notices and Representatives)**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this **Addendum**.

ii. **Obligations and Rights.** Upon receipt of a termination notice, Contractor shall be subject to and comply with the same obligations and rights set forth in **§17(A)(i)**.

iii. **Payments.** If this **Addendum** is terminated by the State pursuant to this **§17(B)**, Contractor shall be paid by respective Ordering Entities for all outstanding Orders an amount which bears the same ratio to the total reimbursement under those Orders as Contractor's obligations that were satisfactorily performed bear to the total obligations set forth in each Order, less payments previously made. Additionally, if an Order is less than 60% completed, the Ordering Entity may reimburse Contractor for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by Contractor which are directly attributable to the uncompleted portion of Contractor's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor by an Ordering Entity under such Order.

**C. Remedies Not Involving Contract Termination.** The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. **Suspend Performance.** Suspend Contractor's performance with respect to all or any portion of this **Addendum** pending necessary corrective action as specified by the State without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

ii. **Withhold Payment.** Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

iii. **Deny Payment.** Deny payment for those obligations not performed that, due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. **Removal.** Notwithstanding any other provision herein, the State may demand that any of the Contractor's employees, agents, or Subcontractors be removed from from activities directly relating to this **Addendum** and not be permitted to make deliveries to State premises of whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued participation under this **Addendum** is deemed to be contrary to the public interest or the State's best interest.

v. **Delay of Nonperformance – Liquidated Damages.** If the Ordering Entity provides Contractor with written notice of delay or nonperformance under an Order in accordance with **§18 (Notices and Representatives)** below, and Contractor fails to cure such delay or nonperformance within the time specified in such notice, then to the extent such Order contains a liquidated damages provision, Contractor shall be liable for the liquidated damages in addition to any other applicable damages as provided therein.

## 18. NOTICES and REPRESENTATIVES.

Each individual identified below is the principal representative of the designating Party for the purposes of this **Addendum**. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative or named successor at the address set forth below.

In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Notices to Ordering Entities shall be as provided for in the Order accepted by the Contractor. Unless otherwise provided herein, all notices shall be effective upon receipt.

**WSCA Lead State:** **State of California,**  
**Department of General Services, Procurement Division,**  
**Multiple Award Program**  
 Name: Cynthia Okoroike, Program Analyst  
 Address: 707 Third Street, 2<sup>nd</sup> Floor  
 City, State: West Sacramento, CA 95605  
 Telephone: 916-375-4389 FAX: 916-375-4663  
 E-mail: [cynthia.okoroike@dgs.ca.gov](mailto:cynthia.okoroike@dgs.ca.gov)

**Contractor:** **AutoZone Stores, Inc.**  
 123 South Front Street  
 Memphis, TN 38103  
 Attn.: Eric Shultz, National Business development Manager  
 Office: 214-552-8317 FAX: 901-495-8300  
[Eric.Shultz@AutoZone.com](mailto:Eric.Shultz@AutoZone.com)

With an email copy to: General Counsel  
 AutoZone Stores, Inc.  
 Attn: General Counsel  
 123 South Front Street  
 Memphis, TN 38103  
 Office: 901-495-7965 FAX 901-495-8374  
[General.counsel@autozone.com](mailto:General.counsel@autozone.com)

**Participating State:** **State of Colorado**  
 Department of Personnel and Administration  
 Division of Finance and Procurement  
**State Purchasing Office**  
 Attn.: Ms. Cheri Miller, Purchasing Agent  
 633 17<sup>th</sup> Street, Suite 1520, Denver, CO 80202  
 Office: 303-866-4005 FAX: 303-894-7445  
[cheri.miller@state.co.us](mailto:cheri.miller@state.co.us)

## 19. INTELLECTUAL PROPERTY, RIGHTS IN DATA, DOCUMENTS

- A. **Intellectual Property.** If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right in the performance of its obligations under this **Addendum**, Contractor shall, at the Contractor's option (a) obtain for the **State** the right to use such products; (b) replace any Goods involved with non-infringing products or modify them so that they become non-infringing; or, (e) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods and refund the price paid therefore to the State or Ordering Entity. Contractor shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon or arising from the use or sale of the Goods supplied by Contractor in combination with any device or equipment not provided hereunder or approved for use, in writing, by Contractor or to any infringement caused by modification of the Goods supplied under this **Addendum** by any party other than Contractor or a party approved by Contractor in writing.
- B. **Rights In Data, Documents.** Any research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work of any type, including drafts, prepared by Contractor in the performance of its obligations under this **Addendum** shall be the exclusive property of the State and/or the Ordering Entity and, all Work shall be delivered to the State and/or an Ordering Entity by Contractor upon completion of an Order or termination thereof.

The Ordering Entity's exclusive rights in such Work shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works, and to amend, update or alter such Work as the State or Ordering Entity deems appropriate. Contractor shall not use, or willingly allow, cause or permit such Work to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State and/or Ordering Entity. The State or Ordering Entities shall have the right to exercise all incidents of ownership of the Work without any further obligation to Contractor as set forth herein. However, nothing contained in this section shall be deemed to convey to the State and/or an Ordering Entity any rights in information or work not related to the Work or this **Addendum**, including without limitation information about Contractor's operations or customers (other than the State and/or an Ordering Entity) and any other proprietary information of Contractor.

## 20. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

## 21. STATEWIDE CONTRACT MANAGEMENT SYSTEM.

If the maximum amount payable to Contractor by State Ordering Entities under this **Addendum** is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this **§21** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system. Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this **Addendum**, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this **Addendum** shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established by State Ordering Entities and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the **Addendum** term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and continue Work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the State Purchasing Office, and upon finding good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon a showing of good cause. At the end of the current contract term or sooner in the even the **Addendum** is terminated prior to the full term, the Contractor shall complete and submit a performance evaluation in a form substantially equivalent to **Exhibit F (sample - State of Colorado, Contract Management Information (CMI), FINAL Contractor Performance Evaluation)** attached hereto and incorporated herein.

## 22. GENERAL PROVISIONS.

- A. Assignment and Subcontracts.** Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by Contractor or the State are subject to all of the provisions hereof. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

- B. Binding Effect.** Except as otherwise provided in **§22(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.
- C. Captions.** The captions and headings in this **Addendum** are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.
- D. Counterparts.** This **Addendum** may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
- E. Entire Understanding.** This **Addendum** represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.
- F. Jurisdiction and Venue.** All suits or actions related to this **Addendum** shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
- G. Choice of Law.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this **Addendum**. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this **Addendum**, to the extent capable of execution.
- H. Modification**
- i. **By the Parties.** Except as specifically provided in this **Addendum**, modifications of this **Addendum** shall not be effective unless agreed to in writing by the Parties in an amendment to this **Addendum**, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this **Addendum**, other than amendments, shall conform to the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.
  - ii. **By Operation of Law.** This **Addendum** is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this **Addendum** on the effective date of such change, as if fully set forth herein.
- I. Order of Precedence.** The provisions of this **Addendum** shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this **Addendum** and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
- i. **§23 of the Addendum, Colorado Special Provisions;**
  - ii. **The provisions of the main body of this Addendum;**
  - iii. **Exhibit C, Discounts and Market Basket Pricing;**
  - iv. **The WSCA Master Agreement; and**
  - v. **The provisions of each Order.**
- J. Severability.** Provided this **Addendum** can be executed and performance of the obligations of the Parties accomplished as intended, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this **Addendum** in accordance with its intent.
- K. Survival of Certain Addendum Terms.** Notwithstanding anything herein to the contrary, provisions of this **Addendum** requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State or an Ordering Entity if Contractor fails to perform or comply as required.

- L. Third Party Beneficiaries.** Enforcement of this **Addendum** and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this **Addendum** are incidental to the **Addendum**, and do not create any rights for such third parties.
- M. Waiver.** Waiver of any breach under a term, provision, or requirement of this **Addendum**, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
- N. CORA Disclosure.** To the extent not prohibited by federal law, this **Addendum** and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
- O. Sex Offender Registry Check.** If in the course of doing business a Contractor's employee and its subcontractors, and/or authorized dealers/distributors visits a State facility that has as clients children under the age of 21 on the premises, Contractor shall complete a sex offender registry check on each such employee prior to such employee going to any such State facility. In the event a Contractor's employee is on the registry, such employee shall not be sent to a State facility and will not be admitted to such facility. Link to access the Colorado Department of Public Safety's website: <http://cdpsweb.state.co.us/> (Reference CRS §16-22-110, Sex Offender Registry.)
- P. Bid Information and Distribution System (BIDS) and Registration.** The Awarded Vendor must maintain current registration throughout the term of the **Addendum**. BIDS and its registration information may be linked through the Colorado Department of Personnel & Administration, Division of Finance and Procurement, State Purchasing Office (SPO) link currently at: [www.colorado.gov/BIDS](http://www.colorado.gov/BIDS).
- Q. AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 ("ARRA") and FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2004 ("FFATA").** If or when an Ordering Entity places an Order using ARRA or FFATA Contract Funds, the Ordering Entity shall immediately notify the SPO and Contractor, and such Order shall include the "State of Colorado Supplemental Provisions for Contracts, Grants, and Purchase Orders Using Funds Provided Under the American Recovery and Reinvestment Act of 2009" or the "State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to the Federal Funding Accountability and Transparency Act of 2006," as applicable, and as such provisions may be modified from time to time. These provisions are available on the Colorado State Controller website currently at: [http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA\\_Main\\_Page.htm](http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm) for ARRA, and for FFATA currently at: <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>. The State and the Ordering Entity agree to comply with all federal and State reporting requirements for the use of ARRA and FFATA funds. Contractor shall provide the required report to the Ordering Entity with the invoice presented to the Ordering Entity for payment. The Parties acknowledge that Contractor, for purchases under this **Addendum**, is not a subcontractor or subgrantee, but a provider of goods and related services.

### 23. COLORADO SPECIAL PROVISIONS *(Effective 1/1/09).*

These Special Provisions apply to all State Agencies and State-funded Institutions of Higher Education contracts and Orders except where noted in italics.

- A. CONTROLLER'S APPROVAL.** CRS §24-30-202 (1). This **Addendum** shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. GOVERNMENTAL IMMUNITY.** No term or condition of this **Addendum** shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- D. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees.



Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this **Addendum**. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

- E. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this **Addendum** or incorporated herein by reference shall be null and void.
- G. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this **Addendum** shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this **Addendum** and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this **Addendum**, including, without limitation, immediate termination of this **Addendum** and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- H. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this **Addendum**. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- I. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. *[Not applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- J. **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. *[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this **Addendum** and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this **Addendum**, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this **Addendum** or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this **Addendum**. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this **Addendum** is being performed, (b) shall notify the Subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this **Addendum**, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program.

If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this **Addendum** for breach and, if so terminated, Contractor shall be liable for damages.

- K. PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this **Addendum**.

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**EXHIBIT B****SAMPLE OPTION LETTER**

Date: X	Original Contract CMS #: X	Option Letter # X	CMS Routing # X
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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.

a. Option to renew only *(for an additional term)*

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with [cite the section/paragraph of the **Original Contract**] between the **State of Colorado**, [Division or Unit] and [Contractor], the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at the same rates and same terms specified in the Original Contract, as amended. Unless specified in this Option Letter, there shall be no change to the current contract value as a result of this extension to the term.

b. **Multiple Amendments or Options Exercised:** In the event more than one amendment to the Contract occurs, the the Contract shall have been amended as follows: [cite all amendments to the contract by CMS routing number(s), the type of transaction(s), the effective date of the transaction(s), the amount of the transactoin(s), and the total to date..]

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or others delegated; whichever is later

<b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> Department of Personnel and Administration Kathy Nesbitt, Executive Director
By: _____ <div style="text-align: center;">-or- Judson Byrn, State Purchasing Director</div> Date: _____
<b>LEGAL REVIEW</b> John W. Suthers, Attorney General
By: _____ Print Name: _____ <div style="text-align: center;">-or- Assistant Attorney General</div> Date: _____

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Addendum is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
 David J. McDermott, CPA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  

-or- Delegated Signatory

# Exhibit C

## AutoZone Discount Structure

as of 4/2013

Note: this is a partial list of Products. For a full line of products and at 50% off the published list price on catalog items, visit: [www.AutoZonePro.com](http://www.AutoZonePro.com)

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

## Exhibit C

### AutoZone - Market Basket at 7/2013

**Note:** This is representative of the types of products available in the Colorado Price Agreement.  
For a full line of products contact [www.AutoZonePro.com](http://www.AutoZonePro.com)

SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
8130	AZP-10	AZ BRAKE PARTS CLNR REG	\$ 3.59	\$ 7.18	0.50
53433	65-DLG	DURALAST GOLD BATTERY	\$ 102.93	\$ 205.86	0.50
428071	D31M	OPTIMA DUAL PURP MARINE	\$ 260.99	\$ 521.98	0.50
835496	XO5W205LSP	5W20 MOTORCRAFT 5LITER	\$ 24.17	\$ 48.34	0.50
540722	AZA003	FULL AUTOZONE AF GREEN	\$ 11.15	\$ 22.30	0.50
310361	D34-78	OPTIMA ALL PURP BATTERY	\$ 188.99	\$ 377.98	0.50
112962	65-B	DURALAST PROF BATTERY	\$ 88.95	\$ 177.90	0.50
835059	D27M	OPTIMA BLUE TOP - MARINE	\$ 220.49	\$ 440.98	0.50
757904	C2110	RADIATOR	\$ 651.00	\$ 1,302.00	0.50
318422	60154	5W30 AUTOZONE	\$ 2.99	\$ 5.98	0.50
522467	5LTR5W30	AUTOZONE 5W30	\$ 14.99	\$ 29.98	0.50
72022	3030	R134A FREON CYLINDER 30	\$ 74.89	\$ 149.78	0.50
540721	AXA053	5050 AUTOZONE ANTIFREEZE	\$ 10.22	\$ 20.44	0.50
690222	550019913	SHELL ROTELLA T 15W40 GA	\$ 16.73	\$ 33.46	0.50
605716	E3507M	FUEL PUMP MODULE	\$ 206.99	\$ 413.98	0.50
208757	DG149SD	DLG SEVERE DUTY PADS	\$ 46.79	\$ 93.58	0.50
112963	78-B	DURALAST PROF BATTERY	\$ 81.95	\$ 163.90	0.50
112974	75-B	DURALAST PROF BATTERY	\$ 80.95	\$ 161.90	0.50
630662	DLG2420-16-12	DURALAST GOLD ALTERNATOR	\$ 254.99	\$ 509.98	0.50
832171	DL2420-16-12	DURALAST REMAN ALTERNATO	\$ 232.39	\$ 464.78	0.50
41449	64273	REMAN RACK & PINION	\$ 239.39	\$ 478.78	0.50
207996	C2887	RADIATOR	\$ 251.73	\$ 503.46	0.50
97512	31-950	HEAVY DUTY BATTERY	\$ 104.95	\$ 209.90	0.50
20224	60148	10W30 AUTOZONE	\$ 2.99	\$ 5.98	0.50
709039	615-175	INTAKE MANIFOLD	\$ 206.99	\$ 413.98	0.50
603389	E3500M	FUEL PUMP MODULE	\$ 224.99	\$ 449.98	0.50
367	AXA0B3	FULL AUTOZONE ANTIFREEZE	\$ 12.08	\$ 24.16	0.50
68002	C2977	RADIATOR	\$ 202.76	\$ 405.52	0.50
834985	93436	DIRECT FIT CATALYTIC CON	\$ 415.14	\$ 830.28	0.50
212212	33-2400M	SMOG PUMP IMPORT	\$ 471.59	\$ 943.18	0.50
95770	DL515077	DURALAST HUB BEARING	\$ 179.90	\$ 359.80	0.50
274376	54627	CONVERTER - ULTRA	\$ 202.73	\$ 405.46	0.50
310357	34-78	OPTIMA AUTO BATTERY	\$ 188.99	\$ 377.98	0.50
24363	GY6302-BLK	GY 2PC RUBBER BLK	\$ 26.99	\$ 53.98	0.50
757979	B2291	RADIATOR	\$ 133.03	\$ 266.06	0.50
352107	DLG9990S	DURALAST GOLD STARTER	\$ 125.75	\$ 251.50	0.50
426504	54097	DURALAST BRAKE ROTOR	\$ 33.13	\$ 66.26	0.50
690800	WW20	NEG 20 WINDSHIELD FLUID	\$ 1.85	\$ 3.70	0.50
53436	78-DLG	DURALAST GOLD BATTERY	\$ 95.86	\$ 191.72	0.50
629609	53012	DURALAST BRAKE ROTOR	\$ 45.25	\$ 90.50	0.50
962523	12486	AUTOZONE DEXRON VI ATF	\$ 6.64	\$ 13.28	0.50
497066	MF-300-XL	GLOVE DIAMOND GRIP XLA	\$ 16.14	\$ 32.28	0.50

**Exhibit C**  
**AutoZone - Market Basket at 7/2013**

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For a full line of products contact [www.AutoZonePro.com](http://www.AutoZonePro.com)

SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
241907	DLG1650-6-5	DL GOLD ALT. CS130D	\$ 116.99	\$ 233.98	0.50
95071	ASC6275	MODEL 6270 KWIKSTART	\$ 349.99	\$ 699.98	0.50
972827	DL515063	DURALAST HUB BEARING	\$ 156.50	\$ 313.00	0.50
955077	DLG3659-8-2	DURALAST GOLD ALTERNATOR	\$ 161.49	\$ 322.98	0.50
947233	31-45616	IMPORT DISTRIBUTOR	\$ 329.39	\$ 658.78	0.50
311915	8D-1400	DURALAST HD BATTERY	\$ 168.58	\$ 337.16	0.50
3275	AZ R134A	R134A REFRIGERANT 12 OZ	\$ 10.44	\$ 20.88	0.50
630321	SP580310	SENSOR PAC HUB BEARING	\$ 239.39	\$ 478.78	0.50
926841	520-116	NEW CONTROL ARM GM	\$ 80.90	\$ 161.80	0.50
973945	15728	DURALAST ALTERNATOR	\$ 122.67	\$ 245.34	0.50
298374	24MD-DL	MARINE DUAL PURPOSE BATT	\$ 82.73	\$ 165.46	0.50
183518	SPC-F	DURALAST FLEX 20 OE	\$ 15.19	\$ 30.38	0.50
896179	64264	REMAN RACK & PINION	\$ 145.79	\$ 291.58	0.50
343444	57-1517-2	K&N PERFORMNCE INTKE	\$ 284.99	\$ 569.98	0.50
832948	12482	AUTOZONE ATF 4	\$ 5.69	\$ 11.38	0.50
567293	FWP-9106	NEW WATER PUMP	\$ 100.79	\$ 201.58	0.50
857906	638852	CWI NEW AC COMPRESSOR T1	\$ 305.27	\$ 610.54	0.50
237359	B624	RADIATOR-RPLS SKU#089199	\$ 158.11	\$ 316.22	0.50
499459	214	CHAIN ADJUSTER	\$ 4.49	\$ 8.98	0.50
120961	521-014	CONTROL ARM RR LWR	\$ 158.33	\$ 316.66	0.50
258916	20B-RR	ROADRUNNER ICE MELT	\$ 5.39	\$ 10.78	0.50
112965	24F-B	DURALAST PROF BATTERY	\$ 78.95	\$ 157.90	0.50
112277	17244	REMAN IMPORT STARTER	\$ 148.74	\$ 297.48	0.50
973439	DLG1923-16-4	DURALAST GOLD ALTERNATOR	\$ 135.99	\$ 271.98	0.50
789004	800-1513N	MULTI-PORT INJECTOR	\$ 295.73	\$ 591.46	0.50
231745	54033	DURALAST BRAKE ROTOR	\$ 76.99	\$ 153.98	0.50
208086	47294	AGILITY BRAKE CONTROL	\$ 92.99	\$ 185.98	0.50
178703	DLG5154	DURALAST GOLD STARTER	\$ 141.09	\$ 282.18	0.50
205604	HS26306PT	HEAD SET	\$ 355.49	\$ 710.98	0.50
107676	27DP-DL	MARINE DUAL PURP BATTERY	\$ 94.85	\$ 189.70	0.50
162780	WP304K1A	DAYCO WATER PUMP KIT	\$ 236.54	\$ 473.08	0.50
191088	DL3509-18-10	REMAN DURALAST ALT	\$ 115.69	\$ 231.38	0.50
963340	54107SD	SEVERE DUTY BRAKE ROTOR	\$ 118.46	\$ 236.92	0.50
298922	80630T	3T GARAGE JACK	\$ 130.19	\$ 260.38	0.50
54319	702958	LUBRIGUARD 15W40	\$ 13.94	\$ 27.88	0.50
617922	41-110	AC IRIIDIUM SPARK PLUG	\$ 6.50	\$ 13.00	0.50
232743	58-DLG	DURALAST GOLD BATTERY	\$ 92.83	\$ 185.66	0.50
275077	93239	CONVERTER-ULTRA UNI	\$ 128.24	\$ 256.48	0.50
47223	ND2465	NATIONAL REMAN CARB	\$ 224.99	\$ 449.98	0.50
858787	7516	REMAN STEERING GEAR BOX	\$ 130.49	\$ 260.98	0.50
913402	E3560M	FUEL PUMP MODULE	\$ 247.49	\$ 494.98	0.50
15567	31-832	IMPORT DISTRIBUTOR	\$ 122.36	\$ 244.72	0.50

## Exhibit C

### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
832328	24-DLG	DURALAST GOLD BATTERY	\$ 92.83	\$ 185.66	0.50
48894	5593	DURALAST BRAKE ROTOR	\$ 31.38	\$ 62.76	0.50
561276	34-DLG	DURALAST GOLD BATTERY	\$ 89.80	\$ 179.60	0.50
30477	54141	DURALAST BRAKE ROTOR	\$ 59.85	\$ 119.70	0.50
373045	25-2155	STEP BAR-BLK SIGN SERIES	\$ 235.79	\$ 471.58	0.50
388489	GEN1	1 BANK BATT CHARGER	\$ 112.79	\$ 225.58	0.50
226558	B1693	RADIATOR	\$ 136.15	\$ 272.30	0.50
366230	G52029	ULTRA STRUT RH	\$ 115.19	\$ 230.38	0.50
49009	8997C	DURALAST BRAKE DRUM	\$ 106.19	\$ 212.38	0.50
231874	13027	BOSCH O2 SENSOR	\$ 55.79	\$ 111.58	0.50
21819	E3270	ELECTRIC FUEL PUMP	\$ 61.19	\$ 122.38	0.50
616340	24897	AUTOZONE D/M ATF GAL	\$ 16.14	\$ 32.28	0.50
268234	54074	DURALAST BRAKE ROTOR	\$ 38.68	\$ 77.36	0.50
21293	E2059MN	FUEL PUMP MODULE	\$ 116.99	\$ 233.98	0.50
119652	1042	COBRA PASSENGER CABLE CH	\$ 35.99	\$ 71.98	0.50
601767	79-DLG	DURALAST GOLD BATTERY	\$ 121.11	\$ 242.22	0.50
780320	MV-90	SUPERFLOW MA COMPRESSOR	\$ 206.99	\$ 413.98	0.50
370959	47235	E BRAKE CONTROL IMPULSE	\$ 74.39	\$ 148.78	0.50
604013	SW3793	COMBINATION SWITCH	\$ 110.69	\$ 221.38	0.50
709134	48-113	TRANSFER CASE MOTOR	\$ 241.19	\$ 482.38	0.50
21938	E8213	ELECTRIC FUEL PUMP	\$ 121.49	\$ 242.98	0.50
577832	E2272S	ELECT FUEL PUMP & SENDER	\$ 210.17	\$ 420.34	0.50
260930	7118	REMAN PS PUMP	\$ 64.16	\$ 128.32	0.50
244430	G63809	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
112972	58-B	DURALAST PROF BATTERY	\$ 78.95	\$ 157.90	0.50
320619	2283N	EVERCO NEW AC COMPRESSOR	\$ 219.83	\$ 439.66	0.50
434627	APP104	AUTOLITE DOUBLE PLATINUM	\$ 4.18	\$ 8.36	0.50
64927	35365	CHR GMC AND CHEVY VAN	\$ 204.59	\$ 409.18	0.50
995971	LT2752	COMMERCIAL BULB KIT	\$ 104.49	\$ 208.98	0.50
972663	DL515007	DURALAST HUB BEARING	\$ 69.20	\$ 138.40	0.50
922014	E8416M	FUEL PUMP MODULE	\$ 233.99	\$ 467.98	0.50
36813	DZ371273	NERF STEPS SS CUSTM FIT	\$ 242.09	\$ 484.18	0.50
112967	34-B	DURALAST PROF BATTERY	\$ 75.95	\$ 151.90	0.50
417341	69-1008TB	K&N PERFORMNCE INTKE	\$ 198.54	\$ 397.08	0.50
233582	A1826	COMPLETE RADIATOR	\$ 107.85	\$ 215.70	0.50
61165	CWP-9126	NEW WATER PUMP	\$ 53.99	\$ 107.98	0.50
352162	54085	DURALAST BRAKE ROTOR	\$ 49.63	\$ 99.26	0.50
729122	34R	OPTIMA STARTING BATTERY	\$ 188.99	\$ 377.98	0.50
94330	DL9990S	REMAN DURALAST STARTER	\$ 101.14	\$ 202.28	0.50
352147	5396	DURALAST BRAKE ROTOR	\$ 26.27	\$ 52.54	0.50
27614	20-6385-90	HEAD LAMP ASSY	\$ 246.44	\$ 492.88	0.50
27615	20-6386-90	HEAD LAMP ASSY	\$ 246.44	\$ 492.88	0.50

# Exhibit C

## AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
972718	DL515020	DURALAST HUB BEARING	\$ 103.40	\$ 206.80	0.50
828029	AZPSF32	AUTOZONE P/S FLUID 32OZ	\$ 4.85	\$ 9.70	0.50
229820	630-307	PROP SHAFT	\$ 186.11	\$ 372.22	0.50
231197	43177	DURALAST BRAKE ROTOR	\$ 35.03	\$ 70.06	0.50
842024	781	PARKING BRAKE SHOE	\$ 53.00	\$ 106.00	0.50
540719	AQA003	FULL AUTOZONE DEXCOOL AF	\$ 13.01	\$ 26.02	0.50
183513	DLF22	DURALAST FLEX 22 WIPER	\$ 16.14	\$ 32.28	0.50
858442	2531N	EVERCO NEW AC COMPRESSOR	\$ 201.59	\$ 403.18	0.50
858468	58992	EVERCO NEW COMPRESSOR T1	\$ 201.59	\$ 403.18	0.50
292725	55537	CONVERTER - ULTRA	\$ 179.48	\$ 358.96	0.50
955360	E7187M	FUEL PUMP MODULE	\$ 213.29	\$ 426.58	0.50
441667	25219	FAST ORANGE CLNR PUMP	\$ 11.69	\$ 23.38	0.50
524512	VCPSF32	PWR STEERING FLUID-VC	\$ 4.49	\$ 8.98	0.50
237392	B1555	RADIATOR	\$ 191.70	\$ 383.40	0.50
793732	EGR4426	EGR VALVE	\$ 184.49	\$ 368.98	0.50
183986	HA590027	HUB BEARING ASSEMBLY	\$ 213.29	\$ 426.58	0.50
603391	E3542M	FUEL PUMP MODULE	\$ 233.99	\$ 467.98	0.50
275527	15827	CONVERTER ULTRA	\$ 197.15	\$ 394.30	0.50
500576	DGC1194	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
525386	PYSFR11	PYROIL STARTING FLUID	\$ 2.84	\$ 5.68	0.50
973155	904-812	VACUUM PUMP	\$ 179.99	\$ 359.98	0.50
150397	5060915	V-RIBBED BELT DAYCO	\$ 30.59	\$ 61.18	0.50
974186	FN550	FUEL TANK FILLER NECK	\$ 166.49	\$ 332.98	0.50
231336	13474	BOSCH O2 SENSOR	\$ 46.79	\$ 93.58	0.50
540135	45009	HYDRAULIC FLD AW32 COAST	\$ 43.69	\$ 87.38	0.50
523171	53001	DURALAST BRAKE ROTOR	\$ 24.08	\$ 48.16	0.50
672816	AF850	5050 PRES EXTLIFEDEXCOOL	\$ 13.94	\$ 27.88	0.50
199233	305215	AUTO BELT TENSIONER	\$ 60.29	\$ 120.58	0.50
582261	DG833	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
57606	800-1695N	FUEL INJECTOR	\$ 44.63	\$ 89.26	0.50
339698	E2285M	FUEL PUMP MODULE	\$ 236.69	\$ 473.38	0.50
262523	PWPPP319FTC	POWER PROBE III KIT	\$ 167.39	\$ 334.78	0.50
724591	341257	GAS STRUT FRONT	\$ 71.99	\$ 143.98	0.50
972318	THE41001004	WELDSKILL HELMET SKULL	\$ 89.99	\$ 179.98	0.50
261810	620151	CWI NEW AC COMPRESSOR	\$ 187.19	\$ 374.38	0.50
690768	8834	OIL ABSORBENT 448 DE	\$ 5.93	\$ 11.86	0.50
311492	20-6873-00	HEAD LAMP ASSEMBLY	\$ 166.46	\$ 332.92	0.50
429160	DL1602-16-5	REMAN DURALAST CS ALTERN	\$ 95.44	\$ 190.88	0.50
703096	MS98002T	INT MANIFOLD GSK SET	\$ 62.99	\$ 125.98	0.50
391197	74-8309	REMAN MASS AIR FLOW SENS	\$ 74.69	\$ 149.38	0.50
114668	E7093M	FUEL PUMP MODULE	\$ 197.99	\$ 395.98	0.50
536598	12281	REMAN IMPORT ALTERNATOR	\$ 172.63	\$ 345.26	0.50



## Exhibit C

### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
22475	5520	DURALAST BRAKE ROTOR	\$ 86.86	\$ 173.72	0.50
150400	5060923	V-RIBBED BELT DAYCO	\$ 28.79	\$ 57.58	0.50
429204	DL3606-16-7	REMAN DURALAST ALTERNATO	\$ 153.54	\$ 307.08	0.50
249481	96R-B	DURALAST PROFESSIONAL	\$ 90.95	\$ 181.90	0.50
258686	E3925M	FUEL PUMP MODULE	\$ 175.49	\$ 350.98	0.50
40947	H6054XV	XTRAVISION HEADLAMP	\$ 13.49	\$ 26.98	0.50
708306	60165	AUTOZONE 10W30 FULL SYN	\$ 5.11	\$ 10.22	0.50
352144	54078	DURALAST BRAKE ROTOR	\$ 46.71	\$ 93.42	0.50
263630	8193	REMAN RACK & PINION	\$ 163.79	\$ 327.58	0.50
236087	FA2100	BALL JOINT LWR	\$ 26.09	\$ 52.18	0.50
560506	7801	REMAN STEERING GEAR BOX	\$ 149.39	\$ 298.78	0.50
964532	DL515096	HUB ASSEMBLY	\$ 148.49	\$ 296.98	0.50
59949	DGC655	DLG CMAX PADS	\$ 49.49	\$ 98.98	0.50
190492	SW952	COMBINATION SWITCH	\$ 167.39	\$ 334.78	0.50
523173	53005	DURALAST BRAKE ROTOR	\$ 28.46	\$ 56.92	0.50
255755	SP-515	MOTORCRAFT PLAT/HT PLUG	\$ 12.08	\$ 24.16	0.50
58919	520-171	CONTROL ARM	\$ 158.33	\$ 316.66	0.50
58920	520-172	CONTROL ARM	\$ 158.33	\$ 316.66	0.50
292660	LT9007BX	COMMERCIAL BOXED BULB	\$ 2.84	\$ 5.68	0.50
120272	FA5032	IDLER ARM	\$ 37.40	\$ 74.80	0.50
352328	452	DURALAST BRAKE SHOE	\$ 31.49	\$ 62.98	0.50
237496	DGC1327	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
841197	34DT-B	DURALAST PROF BATTERY	\$ 90.95	\$ 181.90	0.50
867067	HA590032	HUB ASSY	\$ 187.19	\$ 374.38	0.50
28750	EGR4479	EGR VALVE	\$ 193.49	\$ 386.98	0.50
259609	234-9042	DENSO OXYGEN SENSOR	\$ 159.29	\$ 318.58	0.50
244955	NU1906	NEW CLUTCH KIT	\$ 175.49	\$ 350.98	0.50
21422	C48AW	LED STROBE LIGHT	\$ 37.99	\$ 75.98	0.50
577461	B2370	RADIATOR-RPLD SKU#577459	\$ 174.45	\$ 348.90	0.50
12385	DL3205S	REMAN DURALAST STARTER	\$ 75.64	\$ 151.28	0.50
265400	7792-830	SR GLOSS WHT SPRAY	\$ 6.04	\$ 12.08	0.50
260908	7577	REMAN STEERING GEAR BOX	\$ 142.19	\$ 284.38	0.50
709327	450075	WD-40 12OZ	\$ 6.17	\$ 12.34	0.50
112299	17515	REMAN IMPORT STARTER	\$ 92.64	\$ 185.28	0.50
429203	DL3605-16-2	REMAN DURALAST ALTERNATO	\$ 149.39	\$ 298.78	0.50
48936	80000	DURALAST BRAKE DRUM	\$ 70.19	\$ 140.38	0.50
1864	ES2836	TIE ROD END OUTER	\$ 22.61	\$ 45.22	0.50
237497	DGC1326	DLG CMAX PADS	\$ 49.49	\$ 98.98	0.50
600711	DL3201S	DURALAST STARTER	\$ 161.49	\$ 322.98	0.50
360377	FA5045	IDLER ARM	\$ 36.53	\$ 73.06	0.50
186285	55036	DURALAST BRAKE ROTOR	\$ 25.54	\$ 51.08	0.50
119712	5089	CRC BRAKLEEN	\$ 4.49	\$ 8.98	0.50

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### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
54602	190177	IDLER ARM BRACKET PI	\$ 36.53	\$ 73.06	0.50
575013	C881	DISC BRAKE CALIPER	\$ 62.30	\$ 124.60	0.50
575018	C880	DISC BRAKE CALIPER	\$ 62.30	\$ 124.60	0.50
241266	C1995	RADIATOR	\$ 150.38	\$ 300.76	0.50
320817	C837	AUTOLINE REMAN CARB	\$ 187.19	\$ 374.38	0.50
532540	922837	FAN CLUTCH	\$ 167.39	\$ 334.78	0.50
945537	630-308	REAR AXLE KIT	\$ 140.99	\$ 281.98	0.50
862388	9900	AIR INTAKE KIT	\$ 142.49	\$ 284.98	0.50
260823	9006XS	HALOGEN CAPSULE	\$ 12.59	\$ 25.18	0.50
208743	DG757SD	DLG SEVERE DUTY PADS	\$ 44.90	\$ 89.80	0.50
121354	521-176	CONTROL ARM	\$ 144.41	\$ 288.82	0.50
251140	521-175	CONT ARM FRT UPER LH	\$ 144.41	\$ 288.82	0.50
963723	620-799	FAN & MOTOR ASSEMBLY	\$ 143.99	\$ 287.98	0.50
232669	53-2791	PWR BOOSTER W/O MSTR CYL	\$ 168.29	\$ 336.58	0.50
832338	DL1805-16-12	DURALAST REMAN ALTERNATO	\$ 165.99	\$ 331.98	0.50
59540	G63675	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
244438	G63817	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
532327	DLG3504-16-10	DURALAST GOLD ALTERNATOR	\$ 148.74	\$ 297.48	0.50
600641	DL9961S	DURALAST STARTER	\$ 148.74	\$ 297.48	0.50
433972	C1417	IGNITION COIL	\$ 50.39	\$ 100.78	0.50
31949	E3313	ELECTRIC FUEL PUMP	\$ 73.79	\$ 147.58	0.50
991088	90003	COIL ON PLUG BOXED SET	\$ 39.55	\$ 79.10	0.50
429199	DL3601-16-11	REMAN DURALAST ALTERNATO	\$ 145.24	\$ 290.48	0.50
58367	618132	CWI NEW AC COMPRESSOR T1	\$ 177.59	\$ 355.18	0.50
169237	KS-40	GM TRANSMISSION KIT	\$ 134.84	\$ 269.68	0.50
532316	DLG1701-16-3	DURALAST GOLD ALTERNATOR	\$ 140.88	\$ 281.76	0.50
533592	48-107	TRANSFER CASE MOTOR	\$ 128.69	\$ 257.38	0.50
417436	771	PARKING BRAKE SHOE	\$ 47.42	\$ 94.84	0.50
112973	51R-B	DURALAST PROF BATTERY	\$ 76.95	\$ 153.90	0.50
730231	35085	AC HOSE ASSEMBLY	\$ 73.91	\$ 147.82	0.50
120911	3-0332DG	DURALAST GOLD U-JOINT	\$ 31.49	\$ 62.98	0.50
989559	DLG9702S	DURALAST GOLD STARTER	\$ 146.07	\$ 292.14	0.50
600638	DL9954S	DURALAST STARTER	\$ 140.24	\$ 280.48	0.50
319465	65-AGM	DURALAST PLATINUM	\$ 148.49	\$ 296.98	0.50
61433	DGC1159	DLG CMAX PADS	\$ 49.08	\$ 98.16	0.50
185046	11-3190-01	TAIL LAMP	\$ 33.59	\$ 67.18	0.50
258669	E2198M	FUEL PUMP MODULE	\$ 155.69	\$ 311.38	0.50
838115	55097	DURALAST BRAKE ROTOR	\$ 35.03	\$ 70.06	0.50
59331	DR158	CONTROL MODULE	\$ 104.36	\$ 208.72	0.50
4474	35-DL	DURALAST BATTERY	\$ 74.95	\$ 149.90	0.50
391388	41-101	AC IRIIDIUM SPARK PLUG	\$ 6.50	\$ 13.00	0.50
334819	FA4067	CONTROL ARM W BJ FT	\$ 33.92	\$ 67.84	0.50

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### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
834649	DLG599S	DURALAST GOLD STARTER	\$ 136.94	\$ 273.88	0.50
966624	C1417VC	IGNITION COIL	\$ 40.49	\$ 80.98	0.50
321448	B1707	RADIATOR	\$ 136.28	\$ 272.56	0.50
600637	DL9947S	DURALAST STARTER	\$ 140.24	\$ 280.48	0.50
244974	NU1974	NEW CLUTCH KIT	\$ 142.19	\$ 284.38	0.50
183519	SPC-H	DURALAST FLEX 22 OE	\$ 16.14	\$ 32.28	0.50
972369	DL512003	DURALAST HUB BEARING	\$ 61.10	\$ 122.20	0.50
820360	G56620	ULTRA STRUT	\$ 65.69	\$ 131.38	0.50
30734	DL3643-18-10	DURALAST ALTERNATOR	\$ 146.07	\$ 292.14	0.50
560728	64229	REMAN RACK & PINION	\$ 153.89	\$ 307.78	0.50
759910	FA1628	BALL JOINT LWR	\$ 32.18	\$ 64.36	0.50
85261	5365	DURALAST BRAKE ROTOR	\$ 34.30	\$ 68.60	0.50
837891	54109	DURALAST BRAKE ROTOR	\$ 35.30	\$ 70.60	0.50
94327	DL9981S	REMAN DURALAST STARTER	\$ 144.49	\$ 288.98	0.50
155067	19959	DL GLOW PLUG CONTROL	\$ 68.24	\$ 136.48	0.50
48986	8970C	DURALAST BRAKE DRUM	\$ 58.49	\$ 116.98	0.50
350689	8956B	VALUCRAFT BRAKE DRUM	\$ 32.54	\$ 65.08	0.50
512655	PH49A	FRAM OIL FILTER	\$ 10.22	\$ 20.44	0.50
877064	55126	DURALAST BRAKE ROTOR	\$ 34.40	\$ 68.80	0.50
856145	771210	A/C CONDENSER	\$ 149.14	\$ 298.28	0.50
237620	43166	DURALAST BRAKE ROTOR	\$ 34.16	\$ 68.32	0.50
262504	DL519188	DURALAST HUB BEARING	\$ 78.98	\$ 157.96	0.50
688625	CA9676	FRAM AIR FILTER	\$ 116.99	\$ 233.98	0.50
10670	7539	REMAN STEERING GEAR BOX	\$ 115.19	\$ 230.38	0.50
56513	37096	TRAILR HITCH CLIII UNIV	\$ 120.89	\$ 241.78	0.50
59005	DGC729	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
27796	65740A	CHEVRON TECHRON FSC 200Z	\$ 11.69	\$ 23.38	0.50
704418	513179	HUB ASSEMBLY	\$ 129.59	\$ 259.18	0.50
231759	55032	DURALAST BRAKE ROTOR	\$ 62.04	\$ 124.08	0.50
184700	EGR1067	EGR VALVE	\$ 124.19	\$ 248.38	0.50
352766	B2042	RADIATOR	\$ 128.79	\$ 257.58	0.50
162933	26171	EVERCO REM AC COMPRESSOR	\$ 134.39	\$ 268.78	0.50
106031	55138	AC HOSE ASSEMBLY	\$ 134.39	\$ 268.78	0.50
136008	EGR4006	EGR VALVE	\$ 215.99	\$ 431.98	0.50
538911	620-616	RADIATOR FAN ASSEMBLY	\$ 119.08	\$ 238.16	0.50
593942	SA9269	AIR FILTER	\$ 18.79	\$ 37.58	0.50
712789	13939	IMPORT ALT	\$ 146.07	\$ 292.14	0.50
532338	DLG7736-6-7	DURALAST GOLD ALTERNATOR	\$ 118.99	\$ 237.98	0.50
460401	66761R	RAY MD BRK RTR DIH PRK B	\$ 57.32	\$ 114.64	0.50
71340	FA1555	PITMAN ARM	\$ 22.61	\$ 45.22	0.50
21878	86FT-DLG	DURALAST GOLD BATTERY	\$ 131.21	\$ 262.42	0.50
690392	84-1829	CARDONE SELECT NEW DIST	\$ 121.49	\$ 242.98	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
366510	FF920DL	DURALAST FUEL FILTER	\$ 64.59	\$ 129.18	0.50
27516	DL6317S	REMAN DURALAST STARTER	\$ 56.94	\$ 113.88	0.50
219596	XD1228	AM/FM/DETACH 15W X 4	\$ 56.99	\$ 113.98	0.50
571486	74-8411	REMAN MASS AIR FLOW SENS	\$ 71.99	\$ 143.98	0.50
205667	HS9005PT11	HEAD SET	\$ 124.19	\$ 248.38	0.50
534149	SP-479	MOTORCRAFT PLATINUM PLUG	\$ 2.87	\$ 5.74	0.50
59003	DGC727	DLG CMAX PADS	\$ 40.49	\$ 80.98	0.50
255931	55931	AUTOZONE 5W30 SYNTHETIC	\$ 18.60	\$ 37.20	0.50
63231	SW5039	COMBINATION SWITCH	\$ 116.99	\$ 233.98	0.50
113370	55028	DURALAST BRAKE ROTOR	\$ 34.30	\$ 68.60	0.50
59249	DGC369	DLG CMAX PADS	\$ 40.49	\$ 80.98	0.50
972620	DL513121	DURALAST HUB BEARING	\$ 55.70	\$ 111.40	0.50
180908	13387	REMAN IMPORT ALTERNATOR	\$ 120.34	\$ 240.68	0.50
29421	DL3518-16-2	REMAN DURALAST ALTERNATO	\$ 107.89	\$ 215.78	0.50
491706	13735	BOSCH O2 SENSOR	\$ 116.99	\$ 233.98	0.50
282404	15717	BOSCH O2 SENSOR	\$ 39.59	\$ 79.18	0.50
965268	DL513237	HUB ASSEMBLY	\$ 47.69	\$ 95.38	0.50
191079	DL3501-18-10	REMAN DURALAST ALTERNATO	\$ 128.64	\$ 257.28	0.50
707431	234-4019	DENSO OXYGEN SENSOR	\$ 68.39	\$ 136.78	0.50
255627	27199	9PC OIL CAP WRENCH SET	\$ 119.99	\$ 239.98	0.50
838123	80118	DURALAST BRAKE DRUM	\$ 62.99	\$ 125.98	0.50
256371	H6-B	DURALAST PROFESSIONAL	\$ 111.95	\$ 223.90	0.50
522474	5LTR10W30	AUTOZONE 10W30	\$ 14.99	\$ 29.98	0.50
899037	1151601	RATCHET 1 1/4 X 10 W/HOO	\$ 17.99	\$ 35.98	0.50
6413	EL12	ELECTRO-MECHANICAL FLASH	\$ 12.08	\$ 24.16	0.50
582286	DG1011	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
529476	DG370	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
529491	DG477	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
366232	G52028	ULTRA STRUT LH	\$ 115.19	\$ 230.38	0.50
532366	DL3616-16-7	REMAN DURALAST ALTERNATO	\$ 123.99	\$ 247.98	0.50
759806	DL-22	DURALAST WIPER BLADE 22"	\$ 4.18	\$ 8.36	0.50
965088	AWP-2122	NEW WATER PUMP	\$ 128.69	\$ 257.38	0.50
23708	FA1679	BALL JOINT UP	\$ 27.83	\$ 55.66	0.50
759878	FA1616	BALL JOINT UP	\$ 27.83	\$ 55.66	0.50
33406	601458	VAL DOT 3 & 4 BF - 32OZ	\$ 7.19	\$ 14.38	0.50
223480	SU1207	CRANKSHAFT POSI	\$ 66.42	\$ 132.84	0.50
20524	615-202	DIESEL VALVE CVR GASKET	\$ 61.74	\$ 123.48	0.50
556282	NF76	NU FINISH POLISH	\$ 8.54	\$ 17.08	0.50
960906	USED_BATTERY	USED BATTERY SALES	\$ 38.95	\$ 77.90	0.50
540402	53007	DURALAST BRAKE ROTOR	\$ 34.41	\$ 68.82	0.50
411038	12106	REMAN IMPORT ALTERNATOR	\$ 103.74	\$ 207.48	0.50
417450	DL8100-6-7	REMAN CS SERIES ALTERNAT	\$ 103.74	\$ 207.48	0.50

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### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
12413	DL7765-6-2	REMAN DURALAST ALT	\$ 105.63	\$ 211.26	0.50
429525	NWPK-0027	WATERPUMP AND TIMING KIT	\$ 135.84	\$ 271.68	0.50
575384	SW3929	COMBINATION SWITCH	\$ 106.19	\$ 212.38	0.50
332694	5398	DURALAST BRAKE ROTOR	\$ 47.44	\$ 94.88	0.50
258680	E2221S	ELECT FUEL PUMP & SENDER	\$ 155.30	\$ 310.60	0.50
570774	NU31602	NEW CLUTCH KIT	\$ 143.99	\$ 287.98	0.50
193579	DL3266S	REMAN DURALAST STARTER	\$ 86.69	\$ 173.38	0.50
529457	DG154	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
352133	55069	DURALAST BRAKE ROTOR	\$ 27.73	\$ 55.46	0.50
260933	7123	REMAN PS PUMP	\$ 55.79	\$ 111.58	0.50
171416	521-931	CONTRL ARM W BJ FT LW LH	\$ 98.30	\$ 196.60	0.50
171417	521-932	CONTRL ARM W BJ FT LW RH	\$ 98.30	\$ 196.60	0.50
540783	DLG585S	DURALAST GOLD STARTER	\$ 115.36	\$ 230.72	0.50
721781	B2481	RADIATOR	\$ 112.87	\$ 225.74	0.50
231763	55047	DURALAST BRAKE ROTOR	\$ 28.46	\$ 56.92	0.50
352663	B2263	RADIATOR	\$ 112.59	\$ 225.18	0.50
926877	520-315	NEW CONTROL ARM CHRYSLER	\$ 108.74	\$ 217.48	0.50
853040	1530	ROYAL PURPLE 5W30	\$ 9.10	\$ 18.20	0.50
416044	77187	INT DOOR HNDL GM LH GRAY	\$ 16.31	\$ 32.62	0.50
434740	DL1621-6-11	REMAN DURALAST FORD ALTE	\$ 99.59	\$ 199.18	0.50
780239	B959	RADIATOR-RPLD SKU#867157	\$ 111.59	\$ 223.18	0.50
136546	SU360	CRANKSHAFT POSI	\$ 36.39	\$ 72.78	0.50
244427	G63803	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
977345	SL260002	SEAL	\$ 26.99	\$ 53.98	0.50
1911	ES2838	TIE ROD END INNER	\$ 25.22	\$ 50.44	0.50
30381	DL3637-18-2	REMAN DURALAST ALTERNATO	\$ 111.21	\$ 222.42	0.50
721850	B2336	RADIATOR	\$ 125.67	\$ 251.34	0.50
421382	89409	OBSOLETE BELT HD TENSION	\$ 110.69	\$ 221.38	0.50
352664	C1786	RADIATOR	\$ 117.98	\$ 235.96	0.50
292949	HS9957PT-1	HEAD SET	\$ 139.49	\$ 278.98	0.50
410972	12021	REMAN IMPORT ALTERNATOR	\$ 124.49	\$ 248.98	0.50
272424	PKG-115	AM/FM CD COMBO KIT WITH	\$ 104.49	\$ 208.98	0.50
602071	G56606	ULTRA STRUT	\$ 61.19	\$ 122.38	0.50
352662	B2262	RADIATOR	\$ 113.76	\$ 227.52	0.50
524061	B2206	RADIATOR	\$ 109.61	\$ 219.22	0.50
90156	41245	DURALAST BRAKE ROTOR	\$ 62.77	\$ 125.54	0.50
759801	DL-28	DURALAST WIPER BLADE 28"	\$ 9.31	\$ 18.62	0.50
972802	DL515052	DURALAST HUB BEARING	\$ 98.09	\$ 196.18	0.50
113353	5364	DURALAST BRAKE ROTOR	\$ 53.06	\$ 106.12	0.50
150096	5040378	V-RIBBED BELT DAYCO	\$ 17.99	\$ 35.98	0.50
59036	14850	REMAN IMPORT ALTERNATOR	\$ 96.27	\$ 192.54	0.50
835178	77953	MONOTUBE SHOCK ABSOR	\$ 55.09	\$ 110.18	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
360384	FA6048	PITMAN ARM	\$ 37.40	\$ 74.80	0.50
577453	C2334	RADIATOR-RPLD SKU#577457	\$ 137.24	\$ 274.48	0.50
258670	E2199M	FUEL PUMP MODULE	\$ 113.39	\$ 226.78	0.50
41736	L512	LIQUID WRENCH DRY LUBE	\$ 5.69	\$ 11.38	0.50
5485	5569	DURALAST BRAKE ROTOR	\$ 26.27	\$ 52.54	0.50
491476	13801	BOSCH O2 SENSOR	\$ 58.49	\$ 116.98	0.50
837194	74-50031	MASS AIRFLOW SENSOR	\$ 102.59	\$ 205.18	0.50
132369	9445	DL REMAN CV AXLE	\$ 39.47	\$ 78.94	0.50
246428	249321	PRIMER SEALER	\$ 5.57	\$ 11.14	0.50
184570	SU9403	ACCEL PEDAL POS SENSOR	\$ 101.69	\$ 203.38	0.50
532346	DL1628-16-7	REMAN DURALAST CS ALTERN	\$ 103.74	\$ 207.48	0.50
350085	8AMU1R	DURALAST GOLD BATTERY	\$ 94.85	\$ 189.70	0.50
269444	DLW-28	DURALAST WINTER BLADE 28	\$ 13.94	\$ 27.88	0.50
112479	6596	BRAKE PAD GAUGE	\$ 20.34	\$ 40.68	0.50
48864	55001	DURALAST BRAKE ROTOR	\$ 57.29	\$ 114.58	0.50
81508	DLG1912-6-11	DURALAST GOLD ALTERNATOR	\$ 98.72	\$ 197.44	0.50
819257	53011	DURALAST BRAKE ROTOR	\$ 57.12	\$ 114.24	0.50
631210	SU9728	DPFE/EGR VLV PRESS SNSR	\$ 93.59	\$ 187.18	0.50
256320	7989	CHAMPION HT DBL PLAT	\$ 17.99	\$ 35.98	0.50
977483	VV982	SYNPOWER 75W140 GEAR OIL	\$ 12.60	\$ 25.20	0.50
972803	DL515054	DURALAST HUB BEARING	\$ 94.40	\$ 188.80	0.50
266836	DL-A147	MASS AIR FLOW SENSOR	\$ 116.09	\$ 232.18	0.50
358511	ES3488	TIE ROD END IN	\$ 20.00	\$ 40.00	0.50
856660	SW3407	COMBINATION SWITCH	\$ 102.59	\$ 205.18	0.50
244965	NU1950	NEW CLUTCH KIT	\$ 100.79	\$ 201.58	0.50
123860	A1290	RADIATOR	\$ 69.32	\$ 138.64	0.50
615359	MS98000T	INT MANIFOLD GSK SET	\$ 51.29	\$ 102.58	0.50
237394	B1571	RADIATOR	\$ 105.55	\$ 211.10	0.50
305202	FA2099	BALL JOINT LWR	\$ 16.52	\$ 33.04	0.50
209782	710454	SEAL	\$ 49.49	\$ 98.98	0.50
196145	54031	DURALAST BRAKE ROTOR	\$ 54.01	\$ 108.02	0.50
352130	54090	DURALAST BRAKE ROTOR	\$ 24.81	\$ 49.62	0.50
600645	DL9964S	DURALAST STARTER	\$ 101.99	\$ 203.98	0.50
232746	75-DLG	DURALAST GOLD BATTERY	\$ 94.85	\$ 189.70	0.50
972796	DL515041	DURALAST HUB BEARING	\$ 91.70	\$ 183.40	0.50
373224	12483	COASTAL SYN BLEND ATF	\$ 5.69	\$ 11.38	0.50
411027	12091	REMAN IMPORT ALTERNATOR	\$ 91.29	\$ 182.58	0.50
180495	HA590286K	HUB BEARING ASSEMBLY	\$ 87.29	\$ 174.58	0.50
709044	49-125	HEADLAMP MOTOR	\$ 69.11	\$ 138.22	0.50
101186	SU12043	ABS WHEEL SPEED SENSOR	\$ 60.71	\$ 121.42	0.50
350084	ETX18L	12V-18L AGM POWERSPORT	\$ 91.13	\$ 182.26	0.50
193567	DL3243S	REMAN DURALAST STARTER	\$ 97.21	\$ 194.42	0.50

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114669	E7094M	FUEL PUMP MODULE	\$ 116.99	\$ 233.98	0.50
21339	E2098S	ELECT FUEL PUMP & SENDER	\$ 101.36	\$ 202.72	0.50
972801	DL515050	DURALAST HUB BEARING	\$ 96.26	\$ 192.52	0.50
793652	84079	TIMING COMPONENT KIT DL	\$ 92.99	\$ 185.98	0.50
350083	ETX14	12V-14 AGM POWERSPORT	\$ 92.99	\$ 185.98	0.50
832332	H6-DLG	DURALAST GOLD BATTERY	\$ 126.16	\$ 252.32	0.50
251333	PKCORB	PEAK 3.5IN BACKUP CAMERA	\$ 89.99	\$ 179.98	0.50
284314	21400	MUFFLER QUIET FLOW	\$ 92.69	\$ 185.38	0.50
208727	DG756SD	DLG SEVERE DUTY PADS	\$ 44.99	\$ 89.98	0.50
208737	DG655SD	DLG SEVERE DUTY PADS	\$ 44.99	\$ 89.98	0.50
26737	9333	DL REMAN CV AXLE	\$ 52.87	\$ 105.74	0.50
926903	520-760	NEW CONTROL ARM VW	\$ 66.98	\$ 133.96	0.50
272448	XR4115	AM/FM MECHLESS USB 200W	\$ 47.49	\$ 94.98	0.50
634107	231048	DURALAST PULLEY	\$ 25.91	\$ 51.82	0.50
27043	C95251	GLASS LIFT SUPPORT	\$ 23.24	\$ 46.48	0.50
59089	DGC785	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
352087	DL1621-6-5	REMAN DURALAST ALTERNATO	\$ 99.59	\$ 199.18	0.50
61296	DL3226S	REMAN DURALAST STARTER	\$ 114.74	\$ 229.48	0.50
18203	14902	REMAN IMPORT ALTERNATOR	\$ 99.59	\$ 199.18	0.50
87783	DL6681S	DURALAST STARTER	\$ 103.69	\$ 207.38	0.50
231248	FA2103	BALL JOINT LWR	\$ 19.13	\$ 38.26	0.50
233579	C2310	RADIATOR	\$ 126.95	\$ 253.90	0.50
582230	DG757	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
49011	8999	DURALAST BRAKE DRUM	\$ 44.09	\$ 88.18	0.50
778639	8956	DURALAST BRAKE DRUM	\$ 44.09	\$ 88.18	0.50
574844	40R-B	DURALAST PROF BATTERY	\$ 91.95	\$ 183.90	0.50
85273	54021	DURALAST BRAKE ROTOR	\$ 48.89	\$ 97.78	0.50
30443	42252	DURALAST BRAKE ROTOR	\$ 47.44	\$ 94.88	0.50
231303	SL227	SWAY BAR LINK FT	\$ 10.43	\$ 20.86	0.50
282787	53370	MUFFLER ASSY QUIETFLOWSS	\$ 90.20	\$ 180.40	0.50
89273	SA8039	AIR FILTER	\$ 13.05	\$ 26.10	0.50
60392	DGC966	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
189968	80627T	2 1/2T JACK IN BLOW CASE	\$ 46.49	\$ 92.98	0.50
887769	DG865	DURALAST GOLD PADS	\$ 29.74	\$ 59.48	0.50
430408	DL1404-6-10	REMAN DURALAST CS ALTERN	\$ 120.34	\$ 240.68	0.50
965031	3265S	VALUCRAFT STARTER	\$ 94.04	\$ 188.08	0.50
794004	SU9832	ABS WHEEL SPEED SENSOR	\$ 87.39	\$ 174.78	0.50
231762	55038	DURALAST BRAKE ROTOR	\$ 24.08	\$ 48.16	0.50
330053	C607	DISC BRAKE CALIPER	\$ 59.51	\$ 119.02	0.50
60329	DGC932	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
48938	80002	DURALAST BRAKE DRUM	\$ 42.29	\$ 84.58	0.50
208092	10920028	CONTROL ARM W BJ FT	\$ 90.47	\$ 180.94	0.50

## Exhibit C

### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
248873	992182	A/C CONDENSER	\$ 112.09	\$ 224.18	0.50
515413	16-PB	PB PENETRATING CATALYST	\$ 5.22	\$ 10.44	0.50
830097	12500	DURALAST STARTER	\$ 89.24	\$ 178.48	0.50
18730	DR148	CONTROL MODULE	\$ 85.46	\$ 170.92	0.50
835295	600-202	4WD ACTUATOR	\$ 90.99	\$ 181.98	0.50
426507	54105	DURALAST BRAKE ROTOR	\$ 25.80	\$ 51.60	0.50
78487	61525	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
30466	44582	DURALAST BRAKE ROTOR	\$ 30.10	\$ 60.20	0.50
162763	WP283K1A	DAYCO WATER PUMP KIT	\$ 98.79	\$ 197.58	0.50
444724	E2490	ELECTRIC FUEL PUMP	\$ 98.99	\$ 197.98	0.50
191241	1643-15-2	VC CS ALTERNATOR	\$ 84.99	\$ 169.98	0.50
237378	A2184	RADIATOR	\$ 113.43	\$ 226.86	0.50
532399	NM3035	NEW MASTER CYLINDER	\$ 89.09	\$ 178.18	0.50
529510	DG601	DURALAST GOLD PADS	\$ 27.20	\$ 54.40	0.50
160591	65-DL	DURALAST BATTERY	\$ 88.95	\$ 177.90	0.50
42825	NU31183	NEW CLUTCH KIT	\$ 89.99	\$ 179.98	0.50
237400	A1702	RADIATOR	\$ 98.17	\$ 196.34	0.50
150419	5061000	V-RIBBED BELT DAYCO	\$ 29.69	\$ 59.38	0.50
237377	A1687	RADIATOR	\$ 94.21	\$ 188.42	0.50
91371	DL73031	REMAN DURALAST ALT	\$ 81.33	\$ 162.66	0.50
582267	DG856A	DURALAST GOLD PADS	\$ 29.74	\$ 59.48	0.50
150340	5060705	V-RIBBED BELT DAYCO	\$ 30.59	\$ 61.18	0.50
582207	DG655	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
577454	A2264	RADIATOR-RPLD SKU#207629	\$ 107.36	\$ 214.72	0.50
135922	DLA8	DOOR LOCK ACTUATOR	\$ 51.86	\$ 103.72	0.50
89855	FA5000	IDLER ARM	\$ 52.19	\$ 104.38	0.50
60990	17194	REMAN IMPORT STARTER	\$ 96.04	\$ 192.08	0.50
824061	FG122A	FUEL LEVEL SENDING UNIT	\$ 105.59	\$ 211.18	0.50
87130	741-431	MOTOR/REGULATOR ASSEMBLY	\$ 83.69	\$ 167.38	0.50
716271	73153	TIMING SET 3-PIECE	\$ 104.39	\$ 208.78	0.50
976056	456	LITE KT APLO 5IN RND BLK	\$ 83.69	\$ 167.38	0.50
8695	6807SE	STEERING STABILIZER	\$ 28.49	\$ 56.98	0.50
129260	3L250	UTILITY V-BELT	\$ 5.39	\$ 10.78	0.50
534649	SP-500	MOTORCRAFT PLATINUM PLUG	\$ 4.64	\$ 9.28	0.50
615450	15119	DURALAST THERMOSTAT	\$ 9.89	\$ 19.78	0.50
25211	17179	REMAN IMPORT STARTER	\$ 89.24	\$ 178.48	0.50
129788	PM3788	BLOWER MOTOR W/O WHEEL	\$ 43.23	\$ 86.46	0.50
67501	OS30620R	OIL PAN SET	\$ 25.19	\$ 50.38	0.50
186287	55040	DURALAST BRAKE ROTOR	\$ 24.08	\$ 48.16	0.50
334926	ES3459	TIE ROD END OUTER	\$ 26.09	\$ 52.18	0.50
721839	A2387	RADIATOR	\$ 89.94	\$ 179.88	0.50
991386	625-202	OIL COOLER LINE	\$ 86.39	\$ 172.78	0.50



**Exhibit C**  
**AutoZone - Market Basket at 7/2013**

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
525501	AF-2000	FULL PRESTONE ANTIFREEZE	\$ 14.87	\$ 29.74	0.50
607484	3297S	VC DOMESTIC STARTER	\$ 94.99	\$ 189.98	0.50
208754	DG932SD	DLG SEVERE DUTY PADS	\$ 41.30	\$ 82.60	0.50
60184	DGC833	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
199110	510017	BALL BEARING	\$ 44.09	\$ 88.18	0.50
230387	CWP-9020	NEW WATER PUMP	\$ 44.09	\$ 88.18	0.50
500587	DGC856A	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
268117	SU1282	KNOCK SENSOR	\$ 42.76	\$ 85.52	0.50
574635	PM2728	BLOWER MOTOR W/WHEEL	\$ 84.59	\$ 169.18	0.50
247742	FF798ADL	FUELFILTER	\$ 45.59	\$ 91.18	0.50
61358	DGC1092	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
959734	56-DL	DURALAST BATTERY	\$ 78.95	\$ 157.90	0.50
532600	31311	DURALAST BRAKE ROTOR	\$ 23.35	\$ 46.70	0.50
152216	C451	DISC BRAKE CALIPER	\$ 32.54	\$ 65.08	0.50
152217	C450	DISC BRAKE CALIPER	\$ 32.54	\$ 65.08	0.50
539340	4714	DURALAST IGN WIRE SET	\$ 45.56	\$ 91.12	0.50
332691	5393	DURALAST BRAKE ROTOR	\$ 43.56	\$ 87.12	0.50
352143	54084	DURALAST BRAKE ROTOR	\$ 43.79	\$ 87.58	0.50
49001	8989	DURALAST BRAKE DRUM	\$ 26.09	\$ 52.18	0.50
150569	5080605	V-RIBBED BELT DAYCO	\$ 38.69	\$ 77.38	0.50
330109	25-DLG	DURALAST GOLD BATTERY	\$ 90.81	\$ 181.62	0.50
298779	36R-B	DURALAST PROF BATTERY	\$ 91.95	\$ 183.90	0.50
249479	27F-DLG	DURALAST GOLD	\$ 89.80	\$ 179.60	0.50
59945	DGC652	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
487452	395CS	BEARING CONE	\$ 41.39	\$ 82.78	0.50
82557	DLG1345-6-7	DL GOLD ALT. CS130	\$ 75.26	\$ 150.52	0.50
529526	DG679	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
529529	DG711	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
193538	DL6465S	REMAN DURALAST STARTER	\$ 84.99	\$ 169.98	0.50
132446	12596	CLUTCH SLAVE CYL	\$ 46.49	\$ 92.98	0.50
570849	741-649	MOTOR/REGULATOR ASSEMBLY	\$ 83.69	\$ 167.38	0.50
570850	741-648	MOTOR/REGULATOR ASSEMBLY	\$ 79.04	\$ 158.08	0.50
199237	305233	AUTO BELT TENSIONER	\$ 49.49	\$ 98.98	0.50
44444	54-71046	REMAN PWR BOOSTER W/O MS	\$ 93.59	\$ 187.18	0.50
916392	5772	REMAN PS PUMP	\$ 66.95	\$ 133.90	0.50
574843	27-B	DURALAST PROF BATTERY	\$ 90.95	\$ 181.90	0.50
972770	DL515036	DURALAST HUB BEARING	\$ 77.30	\$ 154.60	0.50
7395	12481	AUTOZONE D/M ATF	\$ 4.74	\$ 9.48	0.50
429168	DL1616-26-3	REMAN DURALAST CS ALTERN	\$ 74.69	\$ 149.38	0.50
282406	15719	BOSCH O2 SENSOR	\$ 43.19	\$ 86.38	0.50
424762	DL1370-6-11	REMAN DURALAST CS ALTERN	\$ 78.84	\$ 157.68	0.50
7581	5577	DURALAST BRAKE ROTOR	\$ 42.02	\$ 84.04	0.50

## Exhibit C

### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
434433	625-001	OIL COOLER LINE	\$ 38.69	\$ 77.38	0.50
572652	49-124	HEADLAMP MOTOR	\$ 63.35	\$ 126.70	0.50
195732	TV229	THROTTLE AIR BYPASS VALV	\$ 40.49	\$ 80.98	0.50
180311	SU1078	MAP SENSOR	\$ 41.84	\$ 83.68	0.50
154767	CWP-715HD	NEW PERF WATER PUMP	\$ 26.99	\$ 53.98	0.50
721773	B2140	RADIATOR	\$ 83.34	\$ 166.68	0.50
112425	5550	DURALAST BRAKE ROTOR	\$ 23.13	\$ 46.26	0.50
887673	DG459	DURALAST GOLD PADS	\$ 31.44	\$ 62.88	0.50
5730	14881	REMAN IMPORT ALTERNATOR	\$ 82.99	\$ 165.98	0.50
5740	14954	REMAN IMPORT ALTERNATOR	\$ 87.14	\$ 174.28	0.50
517982	SW8417	TURN SIGNAL SWITCH	\$ 76.35	\$ 152.70	0.50
416211	29208	RIGHT STUFF 5OZ CARTRDGE	\$ 16.14	\$ 32.28	0.50
305021	FA5039	BRACKET PIVOT ASSY	\$ 41.75	\$ 83.50	0.50
365280	SW2084	FRONT WHEEL DRIVE ACT	\$ 85.53	\$ 171.06	0.50
332736	A2191	COMPLETE RADIATOR	\$ 83.69	\$ 167.38	0.50
832327	24F-DLG	DURALAST GOLD BATTERY	\$ 92.83	\$ 185.66	0.50
554295	82180	ULTRA BLACK GASKET MAKER	\$ 7.12	\$ 14.24	0.50
85270	54010	DURALAST BRAKE ROTOR	\$ 24.63	\$ 49.26	0.50
12030	4160	SEAL	\$ 9.89	\$ 19.78	0.50
899712	10013	LUCAS FUEL TREATMENT	\$ 29.69	\$ 59.38	0.50
17405	513084	HUB BEARING	\$ 97.19	\$ 194.38	0.50
366504	FF889DL	DURALAST FUEL FILTER	\$ 83.59	\$ 167.18	0.50
112968	35-B	DURALAST PROF BATTERY	\$ 74.95	\$ 149.90	0.50
972658	DL515003	DURALAST HUB BEARING	\$ 73.70	\$ 147.40	0.50
12388	DL3218S	REMAN DURALAST STARTER	\$ 80.74	\$ 161.48	0.50
834478	17884	DURALAST IMPORT STARTER	\$ 73.94	\$ 147.88	0.50
199103	513098	BEARING MODULE	\$ 43.19	\$ 86.38	0.50
212565	BWP-9415	NEW WATER PUMP	\$ 106.19	\$ 212.38	0.50
232745	59-DL	DURALAST BATTERY	\$ 85.95	\$ 171.90	0.50
525671	8994	ENGINE MOUNT	\$ 89.09	\$ 178.18	0.50
931239	D2R	HID LAMP D2R	\$ 89.99	\$ 179.98	0.50
98816	CP9550	POCKET SCAN PRO	\$ 83.69	\$ 167.38	0.50
951697	42145	DURALAST BRAKE ROTOR	\$ 41.46	\$ 82.92	0.50
139904	80021	DURALAST BRAKE DRUM	\$ 30.59	\$ 61.18	0.50
412143	142931	STRUT MOUNT	\$ 37.99	\$ 75.98	0.50
570234	BC4	BOOSTER CABLE 4GA-16FT	\$ 37.59	\$ 75.18	0.50
416006	77128	INT. DOOR HANDLE- LH GM	\$ 38.39	\$ 76.78	0.50
22175	1	AC RAPIDFIRE PLATINUM	\$ 4.59	\$ 9.18	0.50
22536	PM267	BLOWER MOTOR W/O WHEEL	\$ 37.59	\$ 75.18	0.50
574706	FA6049	IDLER ARM	\$ 38.27	\$ 76.54	0.50
112876	61067	MECHANICAL FUEL PUMP	\$ 89.99	\$ 179.98	0.50
244704	32829	WIRE SET	\$ 72.19	\$ 144.38	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
29215	807	PARKING BRAKE SHOE	\$ 43.70	\$ 87.40	0.50
874499	PM9193	BLOWER MOTOR W/WHEEL	\$ 82.71	\$ 165.42	0.50
9048	7108	REMAN PS PUMP	\$ 44.63	\$ 89.26	0.50
31693	34DT-DLG	DURALAST GOLD BATTERY	\$ 99.99	\$ 199.98	0.50
852680	3814	10W30 GTX 5LITER	\$ 24.17	\$ 48.34	0.50
160592	78-DL	DURALAST BATTERY	\$ 81.95	\$ 163.90	0.50
6417	EP36	ELECTRONIC FLASHER	\$ 12.08	\$ 24.16	0.50
373118	6818	CAST MERCON V	\$ 5.69	\$ 11.38	0.50
794463	683690	VAL CONV 5W30 5	\$ 24.17	\$ 48.34	0.50
856636	CWP-9358	NEW WATER PUMP	\$ 86.39	\$ 172.78	0.50
390951	DS1413	TRACK BAR	\$ 79.97	\$ 159.94	0.50
310933	DL1650-6-5	REMAN DURALAST CS ALT	\$ 91.29	\$ 182.58	0.50
828521	M9-14	SILICONE SPRAY	\$ 4.27	\$ 8.54	0.50
298781	86-B	DURALAST PROF BATTERY	\$ 82.95	\$ 165.90	0.50
53474	40718A	MICRO EDGE WIPER BL 18"	\$ 9.89	\$ 19.78	0.50
374152	54077	DURALAST BRAKE ROTOR	\$ 36.49	\$ 72.98	0.50
760778	53015	DURALAST BRAKE ROTOR	\$ 42.02	\$ 84.04	0.50
430430	1701-16-3	VC CS ALTERNATOR	\$ 74.17	\$ 148.34	0.50
426090	800-701	OIL COOLER CONNECTOR	\$ 7.25	\$ 14.50	0.50
214296	NU0465	NEW CLUTCH KIT	\$ 85.49	\$ 170.98	0.50
17547	13208	REMAN IMPORT ALTERNATOR	\$ 83.82	\$ 167.64	0.50
596645	15363	BOSCH O2 SENSOR	\$ 80.09	\$ 160.18	0.50
120882	CTX20L-BSFP	SPORT UTILITY BATTERY	\$ 76.49	\$ 152.98	0.50
49003	8992	DURALAST BRAKE DRUM	\$ 34.19	\$ 68.38	0.50
24420	6854SE	STEERING DAMPER	\$ 36.09	\$ 72.18	0.50
835172	6847SE	STEERING STABILIZER	\$ 36.09	\$ 72.18	0.50
202069	FA1015	BALL JOINT LWR	\$ 33.05	\$ 66.10	0.50
832688	SL10560	SWAY BAR SKT FT	\$ 10.43	\$ 20.86	0.50
395409	FW2705	STANDARD FLYWHEEL	\$ 88.35	\$ 176.70	0.50
411182	74-8308	REMAN MASS AIR FLOW SENS	\$ 98.99	\$ 197.98	0.50
209076	520-886	CONTROL ARM MITSU	\$ 93.95	\$ 187.90	0.50
291378	TRATP8621	COMPLETE KIT SYRINGE	\$ 74.99	\$ 149.98	0.50
264243	77572	INT DOOR HNDL GM LH BLUE	\$ 23.99	\$ 47.98	0.50
18327	75-DL	DURALAST BATTERY	\$ 80.95	\$ 161.90	0.50
115785	27-DLG	DURALAST GOLD BATTERY	\$ 102.93	\$ 205.86	0.50
443810	41212	DURALAST BRAKE ROTOR	\$ 25.54	\$ 51.08	0.50
759804	DL-20	DURALAST WIPER BLADE 20"	\$ 4.18	\$ 8.36	0.50
310924	DL1532-6-7	REMAN DURALAST CS ALT	\$ 74.69	\$ 149.38	0.50
401113	E3309	ELECTRIC FUEL PUMP	\$ 74.69	\$ 149.38	0.50
231509	OS30680R	OIL PAN SET	\$ 26.99	\$ 53.98	0.50
964965	970-062	ABS SENSOR WITH HARNESS	\$ 73.59	\$ 147.18	0.50
92000	G63678	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
196099	G63775	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
244431	G63810	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
244439	G63818	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
352351	473	DURALAST BRAKE SHOE	\$ 17.99	\$ 35.98	0.50
833626	635-107	TIMING COVER	\$ 76.79	\$ 153.58	0.50
160191	86921	POWER WINDOW MOTOR AND R	\$ 68.81	\$ 137.62	0.50
49000	8988	DURALAST BRAKE DRUM	\$ 32.39	\$ 64.78	0.50
852608	3229	5W30 CASTROL EDGE 5LIT	\$ 34.40	\$ 68.80	0.50
575029	604-205	AIR DOOR ACTUATOR	\$ 38.39	\$ 76.78	0.50
231489	MS95812	PLENUM GSK SET	\$ 40.49	\$ 80.98	0.50
248492	1211	RADIATOR 10MINUTE FLUSH	\$ 3.32	\$ 6.64	0.50
701210	DG1067	DURALAST GOLD PADS	\$ 35.69	\$ 71.38	0.50
716047	54110	DURALAST BRAKE ROTOR	\$ 42.20	\$ 84.40	0.50
223207	SW2301	HEADLIGHT SWITCH	\$ 79.16	\$ 158.32	0.50
596511	13651	BOSCH O2 SENSOR	\$ 71.99	\$ 143.98	0.50
728863	501009	OIL PAN	\$ 65.69	\$ 131.38	0.50
951700	43082	DURALAST BRAKE ROTOR	\$ 36.49	\$ 72.98	0.50
959528	24F-DL	DURALAST BATTERY	\$ 78.95	\$ 157.90	0.50
16967	FA1678	PITMAN ARM	\$ 34.79	\$ 69.58	0.50
150369	5060825	V-RIBBED BELT DAYCO	\$ 24.29	\$ 48.58	0.50
936861	550019916	SHELL ROTELLA 15W-40 5-G	\$ 65.09	\$ 130.18	0.50
310926	DL1350-5-11	REMAN DURALAST CS ALT	\$ 70.54	\$ 141.08	0.50
629777	HS26185PT-2	HEAD GASKET SET	\$ 71.99	\$ 143.98	0.50
723218	MS98003T	INT MANIFOLD GSK SET	\$ 71.99	\$ 143.98	0.50
739173	92096	PRESSURE HOSE	\$ 66.95	\$ 133.90	0.50
330105	26-VL	VALUCRAFT BATTERY	\$ 64.95	\$ 129.90	0.50
256586	G56700	ULTRA STRUT	\$ 37.79	\$ 75.58	0.50
963517	550019908	10W30 ROTELLA T5 S/B GAL	\$ 22.31	\$ 44.62	0.50
264240	77570	INT DOOR HNDL GM LH NEUT	\$ 23.99	\$ 47.98	0.50
634072	231107	DURALAST PULLEY	\$ 17.27	\$ 34.54	0.50
66539	112786	DELVAC 1300 SUPER	\$ 16.73	\$ 33.46	0.50
253364	63159	REMAN PS PUMP	\$ 53.93	\$ 107.86	0.50
628510	102990	MOBIL 1 EP SYN 10W30	\$ 8.92	\$ 17.84	0.50
189812	T-81	TWAX CAR WASH GAL	\$ 5.69	\$ 11.38	0.50
788422	SET45	TAPERED BEARING SET	\$ 13.49	\$ 26.98	0.50
12143	9864S	SEAL	\$ 8.99	\$ 17.98	0.50
90009	MKD154	DURALAST PADS	\$ 16.37	\$ 32.74	0.50
951696	43087	DURALAST BRAKE ROTOR	\$ 33.57	\$ 67.14	0.50
318423	XO5W30QSP	5W30 MOTORCRAFT	\$ 5.11	\$ 10.22	0.50
21052	AB32	AZ BRAKE FLUID 32OZ	\$ 5.93	\$ 11.86	0.50
265401	7779-830	SR GLOSS BLK SPRAY	\$ 6.04	\$ 12.08	0.50
268130	SU4989	KNOCK SENSOR	\$ 69.15	\$ 138.30	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
615095	63125	REMAN PS PUMP	\$ 70.67	\$ 141.34	0.50
226967	204FF	BALL BEARING	\$ 19.79	\$ 39.58	0.50
23714	FA1754	BALL JOINT LWR	\$ 36.53	\$ 73.06	0.50
959510	24-DL	DURALAST BATTERY	\$ 78.95	\$ 157.90	0.50
204109	40-1005	DOMESTIC WIPER MOTOR	\$ 67.88	\$ 135.76	0.50
148452	M-72HV	OIL PUMP	\$ 69.29	\$ 138.58	0.50
334362	902-220	BLEND DOOR REPAIR KIT	\$ 84.47	\$ 168.94	0.50
284854	18400	MUFFLER SOUND FX	\$ 61.37	\$ 122.74	0.50
383454	25896	8 GALLON OIL DRAIN	\$ 69.99	\$ 139.98	0.50
184183	GY6204BLK	4PC GOODYR RBBR MAT BLK	\$ 35.99	\$ 71.98	0.50
976505	19703	3 CUT OFF TOOL	\$ 37.19	\$ 74.38	0.50
959692	34-DL	DURALAST BATTERY	\$ 75.95	\$ 151.90	0.50
514196	AZA004	AZ GREEN AF 5050	\$ 9.29	\$ 18.58	0.50
48897	5596	DURALAST BRAKE ROTOR	\$ 39.36	\$ 78.72	0.50
922007	41-103	AC IRIIDIUM SPARK PLUG	\$ 6.50	\$ 13.00	0.50
540685	DL1347-5-11	REMAN DURALAST CS ALTERN	\$ 62.24	\$ 124.48	0.50
89678	3057LL	LONG LIFE BULB	\$ 5.39	\$ 10.78	0.50
834552	DS1464	DRAG LINK	\$ 83.69	\$ 167.38	0.50
429108	740-647	WINDOW REGULATOR	\$ 62.09	\$ 124.18	0.50
965503	KFC-G1620	6 5 2-WAY KENWOOD SPEAKE	\$ 35.99	\$ 71.98	0.50
838116	54124	DURALAST BRAKE ROTOR	\$ 72.26	\$ 144.52	0.50
28455	63138	REMAN PS PUMP	\$ 68.81	\$ 137.62	0.50
221424	G63609	ULTRA LT SHOCK	\$ 34.40	\$ 68.80	0.50
228668	G63488	ULTRA LT SHOCK	\$ 34.40	\$ 68.80	0.50
835358	69590	ULTRA SHOCK	\$ 34.40	\$ 68.80	0.50
332681	31275	DURALAST BRAKE ROTOR	\$ 34.30	\$ 68.60	0.50
536558	BWP-9210	NEW WATER PUMP	\$ 35.09	\$ 70.18	0.50
859015	4362	FILTER DRIER	\$ 71.03	\$ 142.06	0.50
523182	54101	DURALAST BRAKE ROTOR	\$ 33.57	\$ 67.14	0.50
951702	43086	DURALAST BRAKE ROTOR	\$ 35.03	\$ 70.06	0.50
196043	49235	HIJACKER AIR SHOCKS	\$ 69.34	\$ 138.68	0.50
764623	305355	AUTO BELT TENSIONER	\$ 84.59	\$ 169.18	0.50
217565	MS98016T	INTAKE MANIFOLD PDP	\$ 67.49	\$ 134.98	0.50
374155	54094	DURALAST BRAKE ROTOR	\$ 32.84	\$ 65.68	0.50
48882	5578	DURALAST BRAKE ROTOR	\$ 33.68	\$ 67.36	0.50
40139	43151	DURALAST BRAKE ROTOR	\$ 33.57	\$ 67.14	0.50
716030	34210	DURALAST BRAKE ROTOR	\$ 32.84	\$ 65.68	0.50
152075	C9214	DISC BRAKE CALIPER	\$ 37.19	\$ 74.38	0.50
10664	7098	REMAN PS PUMP	\$ 53.00	\$ 106.00	0.50
536959	SW3928	COMBINATION SWITCH	\$ 66.59	\$ 133.18	0.50
374159	55072	DURALAST BRAKE ROTOR	\$ 36.89	\$ 73.78	0.50
972643	DL513199	DURALAST HUB BEARING	\$ 71.00	\$ 142.00	0.50

## Exhibit C

### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
443784	44589	DURALAST BRAKE ROTOR	\$ 33.57	\$ 67.14	0.50
946742	SG214022	TRUNK/HATCH LIFT SUP	\$ 30.68	\$ 61.36	0.50
12060	4762N	SEAL	\$ 6.29	\$ 12.58	0.50
312040	MRM-1720	ROCKER ARM	\$ 6.71	\$ 13.42	0.50
21984	E84070	ELECTRIC FUEL PUMP	\$ 65.69	\$ 131.38	0.50
48814	5349	DURALAST BRAKE ROTOR	\$ 30.65	\$ 61.30	0.50
612888	30-S2606	CRANK ANGLE SENSOR ASSEM	\$ 67.15	\$ 134.30	0.50
579071	SU1456	SENSOR -- ABS WHEEL	\$ 64.39	\$ 128.78	0.50
487461	394CS	BEARING CUP	\$ 31.49	\$ 62.98	0.50
558858	TS40T	3 SQ FT CHAMOIS	\$ 12.34	\$ 24.68	0.50
208729	DG411SD	DLG SEVERE DUTY PADS	\$ 55.79	\$ 111.58	0.50
334534	D95795	LIFTGATE LIFT SUPPORT	\$ 16.73	\$ 33.46	0.50
386805	E3212	ELECTRIC FUEL PUMP	\$ 64.79	\$ 129.58	0.50
199220	305231	AUTO BELT TENSIONER	\$ 32.39	\$ 64.78	0.50
313847	55307	ACCUMULATOR	\$ 67.19	\$ 134.38	0.50
443809	41117	DURALAST BRAKE ROTOR	\$ 31.38	\$ 62.76	0.50
897403	C702	DISC BRAKE CALIPER	\$ 64.16	\$ 128.32	0.50
897404	C703	DISC BRAKE CALIPER	\$ 64.16	\$ 128.32	0.50
195775	SU3033	MAP SENSOR	\$ 65.09	\$ 130.18	0.50
529530	DG727	DURALAST GOLD PADS	\$ 27.20	\$ 54.40	0.50
582210	DG698	DURALAST GOLD PADS	\$ 27.20	\$ 54.40	0.50
227972	10332	CLUTCH MASTER CYL	\$ 57.59	\$ 115.18	0.50
466706	SB-001	SEAT BELT	\$ 14.39	\$ 28.78	0.50
87934	AF888	FULL PRES EXTLIFEDEXCOOL	\$ 15.80	\$ 31.60	0.50
40037	41217	DURALAST BRAKE ROTOR	\$ 35.32	\$ 70.64	0.50
539338	4711	DURALAST IGN WIRE SET	\$ 35.33	\$ 70.66	0.50
98865	92160	PRESSURE HOSE	\$ 60.44	\$ 120.88	0.50
54273	SL504	SWAY BAR SKT FT LH	\$ 60.89	\$ 121.78	0.50
54274	SL505	SWAY BAR SKT FT RH	\$ 60.89	\$ 121.78	0.50
152299	1133K7	V-RIBBED BELT DURALA	\$ 17.99	\$ 35.98	0.50
789042	800-1627N	MULTI-PORT INJECTOR	\$ 57.65	\$ 115.30	0.50
942167	741-870	MOTOR/REGULATOR ASSEMBLY	\$ 57.65	\$ 115.30	0.50
75315	HS9846B	HEAD SET	\$ 72.89	\$ 145.78	0.50
2779	4081	DURALAST IGN WIRE SET	\$ 20.45	\$ 40.90	0.50
600625	DG965	DURALAST GOLD PADS	\$ 32.29	\$ 64.58	0.50
887681	DG476	DURALAST GOLD PADS	\$ 30.59	\$ 61.18	0.50
150407	5060950	V-RIBBED BELT DAYCO	\$ 30.59	\$ 61.18	0.50
834519	ES3614	TIE ROD END OUTER	\$ 29.57	\$ 59.14	0.50
362319	E3240	ELECTRIC FUEL PUMP	\$ 61.19	\$ 122.38	0.50
330108	65-VL	VALUCRAFT BATTERY	\$ 66.95	\$ 133.90	0.50
183506	DLF17	DURALAST FLEX 17 WIPER	\$ 12.34	\$ 24.68	0.50
830819	FF3504DL	FUEL FILTER	\$ 10.44	\$ 20.88	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
181089	FA5034	IDLER ARM REPAIR KIT	\$ 31.31	\$ 62.62	0.50
231755	54060	DURALAST BRAKE ROTOR	\$ 36.49	\$ 72.98	0.50
529455	DG052S	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
529475	DG369	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
75335	HS9898PT-1	HEAD GASKET SET	\$ 62.99	\$ 125.98	0.50
69884	ES72798	HEAD BOLT SET	\$ 45.59	\$ 91.18	0.50
298604	27111	DISC BRAKE CALIPER TOOL	\$ 55.80	\$ 111.60	0.50
358500	27141	5P FAN CLUTCH WRENCH SET	\$ 55.80	\$ 111.60	0.50
208772	DG1069SD	DLG SEVERE DUTY PADS	\$ 53.99	\$ 107.98	0.50
701211	DG815	DURALAST GOLD PADS	\$ 27.20	\$ 54.40	0.50
516619	10449N	NEW CV AXLE SHAFT	\$ 58.79	\$ 117.58	0.50
218419	930-650	WHEEL HUB	\$ 53.99	\$ 107.98	0.50
412270	SE-5212A	50/10/2 AMP AUTO. START/	\$ 56.39	\$ 112.78	0.50
724278	40-297	DOMESTIC WIPER MOTOR	\$ 55.79	\$ 111.58	0.50
336192	25902	BUGFLECTOR II SMOKE	\$ 55.79	\$ 111.58	0.50
449637	4.2154G	REAR LEAF SPRING BUSHING	\$ 53.99	\$ 107.98	0.50
332697	55067	DURALAST BRAKE ROTOR	\$ 28.65	\$ 57.30	0.50
570226	BC6	BOOSTER CABLE 6GA-12FT	\$ 28.19	\$ 56.38	0.50
166019	99025	12/3 25F EXTRME EXTNCORD	\$ 27.89	\$ 55.78	0.50
604822	70001	TAIL LAMP CIRCUIT BOARD	\$ 26.99	\$ 53.98	0.50
27118	B95526	HATCHBK LIFT SUPPORT	\$ 27.89	\$ 55.78	0.50
202094	AZBFGAL	BRAKE FLUID GAL	\$ 17.99	\$ 35.98	0.50
195375	SA8755	AIR FILTER	\$ 12.21	\$ 24.42	0.50
426521	47575	7 TO 6/4 ADAPTER	\$ 17.99	\$ 35.98	0.50
368852	9-300	WASHER PUMP	\$ 13.49	\$ 26.98	0.50
158302	4820P	PRIME SHNE WHL TIRE CLNR	\$ 11.39	\$ 22.78	0.50
876038	AZ12-6003	SWC INSIDE GRIP BLACK	\$ 9.49	\$ 18.98	0.50
206179	20601	LIGHT RELAY	\$ 31.84	\$ 63.68	0.50
904576	PV329	PURGE VLV/SOLENOID	\$ 58.87	\$ 117.74	0.50
582258	DG821	DURALAST GOLD PADS	\$ 29.74	\$ 59.48	0.50
649133	DG1041	DURALAST GOLD PADS	\$ 33.14	\$ 66.28	0.50
852609	DG824	DURALAST GOLD PADS	\$ 29.74	\$ 59.48	0.50
887805	DG964	DURALAST GOLD PADS	\$ 29.74	\$ 59.48	0.50
208267	973K7	V-RIBBED BELT DURALA	\$ 29.69	\$ 59.38	0.50
150408	5060955	V-RIBBED BELT DAYCO	\$ 28.79	\$ 57.58	0.50
37366	FA659G	BALL JOINT UPR	\$ 31.31	\$ 62.62	0.50
531945	ES4050	TIE ROD END OUTER	\$ 28.70	\$ 57.40	0.50
582262	DG834	DURALAST GOLD PADS	\$ 27.20	\$ 54.40	0.50
832033	9417N	DLG NEW CV AXLE	\$ 58.79	\$ 117.58	0.50
135825	TPS436	THROTTLE POSITION SENSOR	\$ 71.99	\$ 143.98	0.50
217566	MS98014T	INTAKE MANIFOLD PDP	\$ 68.39	\$ 136.78	0.50
972652	DL513224	DURALAST HUB BEARING	\$ 53.90	\$ 107.80	0.50

## Exhibit C

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
192990	ES72224	INTAKE MANIFOLD BOLTS	\$ 28.79	\$ 57.58	0.50
230385	CWP-9047	NEW WATER PUMP	\$ 57.59	\$ 115.18	0.50
615463	15359	DURALAST THERMOSTAT	\$ 7.19	\$ 14.38	0.50
48829	5430	DURALAST BRAKE ROTOR	\$ 27.73	\$ 55.46	0.50
352141	55066	DURALAST BRAKE ROTOR	\$ 29.19	\$ 58.38	0.50
494925	4698	DURALAST IGN WIRE SET	\$ 30.68	\$ 61.36	0.50
90019	42263	DURALAST BRAKE ROTOR	\$ 58.39	\$ 116.78	0.50
229818	HCL1B7	HERCULINER QT	\$ 28.49	\$ 56.98	0.50
911967	DGC1363	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
59241	8459	DL REMAN CV AXLE	\$ 43.23	\$ 86.46	0.50
970898	81238	POWER WINDOW REGULATOR	\$ 52.19	\$ 104.38	0.50
764920	594-170	HARMONIC BALANCER	\$ 52.19	\$ 104.38	0.50
977129	10480605	BALL JOINT LWR	\$ 12.17	\$ 24.34	0.50
972628	DL513156	DURALAST HUB BEARING	\$ 52.19	\$ 104.38	0.50
336193	25146	BUGFLECTOR II SMOKE	\$ 55.79	\$ 111.58	0.50
887740	DG702A	DURALAST GOLD PADS	\$ 28.04	\$ 56.08	0.50
268240	55057	DURALAST BRAKE ROTOR	\$ 32.11	\$ 64.22	0.50
596365	DG1039	DURALAST GOLD PADS	\$ 31.44	\$ 62.88	0.50
190476	SW1075	TURN SIGNAL SWITCH	\$ 32.19	\$ 64.38	0.50
367797	F492	STARTER SOLENOID	\$ 17.47	\$ 34.94	0.50
89629	FA2001	BALL JOINT LWR	\$ 27.83	\$ 55.66	0.50
837896	55093	DURALAST BRAKE ROTOR	\$ 29.19	\$ 58.38	0.50
82550	25223	THE RGHT STUFF GSKT MAKR	\$ 14.24	\$ 28.48	0.50
186574	5382	DURALAST BRAKE ROTOR	\$ 28.46	\$ 56.92	0.50
137634	TCS45973	TIMING COVER SET	\$ 14.39	\$ 28.78	0.50
202769	SW1093	COMBINATION SWITCH	\$ 58.49	\$ 116.98	0.50
237356	398336	HEATER CORE	\$ 53.93	\$ 107.86	0.50
186279	54042	DURALAST BRAKE ROTOR	\$ 31.51	\$ 63.02	0.50
906334	DG1222	DURALAST GOLD PADS	\$ 33.14	\$ 66.28	0.50
616692	CWP-9044	NEW WATER PUMP	\$ 54.89	\$ 109.78	0.50
9047	7107	REMAN PS PUMP	\$ 55.79	\$ 111.58	0.50
89630	FA2002	BALL JOINT UPR	\$ 26.09	\$ 52.18	0.50
7710	AZP-70	ENGINE DEGREASER AZ	\$ 2.96	\$ 5.92	0.50
103794	PS240	DL OIL PRESSURE SWITCH	\$ 20.23	\$ 40.46	0.50
689586	922791	FAN CLUTCH	\$ 53.00	\$ 106.00	0.50
974153	922116	FAN CLUTCH	\$ 53.00	\$ 106.00	0.50
276516	625-305	OIL COOLER LINE	\$ 56.69	\$ 113.38	0.50
842022	784	PARKING BRAKE SHOE	\$ 77.18	\$ 154.36	0.50
202978	FA1114	IDLER ARM	\$ 29.57	\$ 59.14	0.50
30465	44581	DURALAST BRAKE ROTOR	\$ 28.46	\$ 56.92	0.50
60082	DGC792	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
401652	10067N	DLG NEW CV AXLE	\$ 48.99	\$ 97.98	0.50



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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
285467	C1136VC	IGNITION COIL	\$ 56.66	\$ 113.32	0.50
691923	12217	COASTAL 80W90 GEAR OIL5G	\$ 53.34	\$ 106.68	0.50
667630	432	DIY MANIFOLD GAUGE SET	\$ 52.24	\$ 104.48	0.50
965830	80156	18V DRILL WITH BATTERY	\$ 52.24	\$ 104.48	0.50
1437	104361	MOB1 SYN.GEAR OIL 75W90	\$ 10.66	\$ 21.32	0.50
208758	DG965SD	DLG SEVERE DUTY PADS	\$ 44.99	\$ 89.98	0.50
561712	12401	UNILUBE 80W90	\$ 4.84	\$ 9.68	0.50
493640	C839	DISC BRAKE CALIPER	\$ 53.93	\$ 107.86	0.50
493649	C838	DISC BRAKE CALIPER	\$ 53.93	\$ 107.86	0.50
364466	TPS333	THROTTLE POSITION SENSOR	\$ 28.79	\$ 57.58	0.50
398781	11032	2X 50 COPR	\$ 51.66	\$ 103.32	0.50
48822	54003	DURALAST BRAKE ROTOR	\$ 27.73	\$ 55.46	0.50
180450	809	PARKING BRAKE SHOE	\$ 28.82	\$ 57.64	0.50
540593	SU2355	SENSOR -- SPEED	\$ 23.91	\$ 47.82	0.50
231718	31232	DURALAST BRAKE ROTOR	\$ 27.00	\$ 54.00	0.50
208748	DG369SD	DLG SEVERE DUTY PADS	\$ 44.90	\$ 89.80	0.50
60319	DGC931	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
210178	AWP-2061	NEW WATER PUMP	\$ 55.79	\$ 111.58	0.50
231447	HS9354PT-6	HEAD GASKET SET	\$ 53.99	\$ 107.98	0.50
965487	520-494	DL CONTROL ARM	\$ 52.19	\$ 104.38	0.50
965497	520-493	DL CONTROL ARM	\$ 52.19	\$ 104.38	0.50
16968	FA1680	IDLER ARM	\$ 52.19	\$ 104.38	0.50
531986	FA2167	BALL JOINT LWR	\$ 26.09	\$ 52.18	0.50
741827	FA680	BALL JOINT LWR	\$ 23.48	\$ 46.96	0.50
74438	OS34308R	OIL PAN GASKET	\$ 17.99	\$ 35.98	0.50
634070	231081	DURALAST PULLEY	\$ 17.27	\$ 34.54	0.50
689565	VV70509	VAL PREM BLUE 15W40 1G	\$ 16.73	\$ 33.46	0.50
183515	DLF24	DURALAST FLEX 24 WIPER	\$ 17.09	\$ 34.18	0.50
183521	SPC-J	DURALAST FLEX 24 OE	\$ 17.09	\$ 34.18	0.50
441311	3271	NGK LASER PLATINUM PLUG	\$ 12.68	\$ 25.36	0.50
53478	40722A	MICRO EDGE WIPER BL 22"	\$ 12.59	\$ 25.18	0.50
186858	2-0053DL	U-JOINT	\$ 8.45	\$ 16.90	0.50
187005	2-3011DL	U-JOINT	\$ 8.45	\$ 16.90	0.50
113478	17650	AUTO V-BELT DAYCO	\$ 8.09	\$ 16.18	0.50
422456	30520	BETTER STD REV SHADE	\$ 8.54	\$ 17.08	0.50
151984	C9352	DISC BRAKE CALIPER	\$ 53.93	\$ 107.86	0.50
151985	C9353	DISC BRAKE CALIPER	\$ 53.93	\$ 107.86	0.50
940384	SU7429	ABS WHEEL SPEED SENSOR	\$ 53.35	\$ 106.70	0.50
8989	6391	REMAN PS PUMP	\$ 52.07	\$ 104.14	0.50
417325	47809	15MIN PLASTIC WELD EPOXY	\$ 5.69	\$ 11.38	0.50
593715	AZP-40	AZ CARB CLEANER	\$ 3.14	\$ 6.28	0.50
505324	3764	NGK IRIIDIUM IX PLUG	\$ 6.50	\$ 13.00	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
701214	DG1069	DURALAST GOLD PADS	\$ 33.99	\$ 67.98	0.50
887656	DG411	DURALAST GOLD PADS	\$ 35.69	\$ 71.38	0.50
680603	14745	REMAN IMPORT ALTERNATOR	\$ 47.30	\$ 94.60	0.50
842027	NM3048	NEW MASTER CYLINDER	\$ 54.89	\$ 109.78	0.50
367748	C860	IGNITION COIL	\$ 50.36	\$ 100.72	0.50
324507	81952	MANUAL WINDOW REGULATOR	\$ 47.69	\$ 95.38	0.50
120526	B71735	RADIATOR HOSE	\$ 47.69	\$ 95.38	0.50
691790	12317	COASTAL 85W140 GEAR OIL	\$ 51.40	\$ 102.80	0.50
399888	81033	5 GAL EPA GAS CAN	\$ 17.66	\$ 35.32	0.50
113358	54019	DURALAST BRAKE ROTOR	\$ 24.81	\$ 49.62	0.50
238798	31254	DURALAST BRAKE ROTOR	\$ 23.35	\$ 46.70	0.50
113356	5373	DURALAST BRAKE ROTOR	\$ 25.54	\$ 51.08	0.50
266328	5386	DURALAST BRAKE ROTOR	\$ 25.54	\$ 51.08	0.50
339646	922794	FAN CLUTCH	\$ 50.21	\$ 100.42	0.50
48640	31042	DURALAST BRAKE ROTOR	\$ 20.43	\$ 40.86	0.50
150381	5060865	V-RIBBED BELT DAYCO	\$ 26.09	\$ 52.18	0.50
531985	FA2166	BALL JOINT LWR	\$ 25.22	\$ 50.44	0.50
531935	ES3571	TIE ROD END OUTER	\$ 23.48	\$ 46.96	0.50
352310	451	DURALAST BRAKE SHOE	\$ 25.19	\$ 50.38	0.50
209779	370247A	SEAL	\$ 25.19	\$ 50.38	0.50
926633	69574	ULTRA SHOCK	\$ 26.03	\$ 52.06	0.50
962991	6952	RACK & PINION	\$ 145.79	\$ 291.58	0.50
493810	140032	SUPER COIL	\$ 49.39	\$ 98.78	0.50
906000	G63884	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
906312	G63879	ULTRA LT SHOCK	\$ 37.19	\$ 74.38	0.50
358861	69676	ULTRA SHOCK	\$ 26.03	\$ 52.06	0.50
852677	3810	10W40 GTX 5LITER	\$ 24.17	\$ 48.34	0.50
125690	24940	PREP DISC 2IN MED- 25 PK	\$ 22.31	\$ 44.62	0.50
896924	876600	TERRY TOWELS 24 PK	\$ 17.09	\$ 34.18	0.50
649252	815	DURALAST BRAKE SHOE	\$ 26.99	\$ 53.98	0.50
854242	15664	BOSCH O2 SENSOR	\$ 50.39	\$ 100.78	0.50
372993	60152	5W20 AUTOZONE	\$ 2.99	\$ 5.98	0.50
536556	BWP-9200	NEW WATER PUMP	\$ 50.39	\$ 100.78	0.50
692432	C676	DISC BRAKE CALIPER	\$ 48.35	\$ 96.70	0.50
692433	C677	DISC BRAKE CALIPER	\$ 48.35	\$ 96.70	0.50
123882	H6024XV	XTRAVISION HEADLAMP	\$ 14.39	\$ 28.78	0.50
960005	U1-1	L&GARDEN BATTERY 230CCA	\$ 41.99	\$ 83.98	0.50
353925	7968R	8MM THUNDERSPORT RED	\$ 48.44	\$ 96.88	0.50
716886	5522	DURALAST BRAKE ROTOR	\$ 16.05	\$ 32.10	0.50
108249	AL3506	AUTOLITE OIL FILTER	\$ 2.08	\$ 4.16	0.50
914394	FF836DL	FUEL FILTER	\$ 52.24	\$ 104.48	0.50
426512	55080	DURALAST BRAKE ROTOR	\$ 28.46	\$ 56.92	0.50

## Exhibit C

### AutoZone - Market Basket at 7/2013

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
421348	305254	AUTO BELT TENSIONER	\$ 50.39	\$ 100.78	0.50
898361	104368	BALL JOINT LWR	\$ 27.83	\$ 55.66	0.50
926702	104293	BALL JOINT LWR	\$ 24.35	\$ 48.70	0.50
561522	797975	5W30 VAL ALLCLIMATE	\$ 5.20	\$ 10.40	0.50
190369	LS894	IGNITION SWITCH	\$ 49.13	\$ 98.26	0.50
76959	LC63200	LOCK CYLINDERS	\$ 43.67	\$ 87.34	0.50
347907	FF831DL	FUEL FILTER	\$ 28.49	\$ 56.98	0.50
304766	CR43TS	AC CONV SPARK PLUG	\$ 2.01	\$ 4.02	0.50
17462	HB88508A	DRIVELINE BEARING	\$ 24.29	\$ 48.58	0.50
78493	C141	DISC BRAKE CALIPER	\$ 57.65	\$ 115.30	0.50
972368	DL512001	DURALAST HUB BEARING	\$ 56.60	\$ 113.20	0.50
513609	323	RETROFIT KIT	\$ 52.24	\$ 104.48	0.50
350077	ETX12	12V-12 AGM POWERSPORT	\$ 74.39	\$ 148.78	0.50
59405	DGC459	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
60090	DGC802	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
60363	DGC953	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
61333	DGC1084	DLG CMAX PADS	\$ 49.08	\$ 98.16	0.50
500577	DGC52	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
721506	911-015	FUEL LEVEL SENSOR	\$ 61.19	\$ 122.38	0.50
26560	8385	DL REMAN CV AXLE	\$ 46.99	\$ 93.98	0.50
29633	10258	DL REMAN CV AXLE	\$ 52.87	\$ 105.74	0.50
59115	9418	DL REMAN CV AXLE	\$ 49.81	\$ 99.62	0.50
109166	10257	DL REMAN CV AXLE	\$ 52.87	\$ 105.74	0.50
617151	8108	DL REMAN CV AXLE	\$ 52.87	\$ 105.74	0.50
617152	8109	DL REMAN CV AXLE	\$ 52.87	\$ 105.74	0.50
617235	9382	DL REMAN CV AXLE	\$ 46.99	\$ 93.98	0.50
76399	741-011	MOTOR/REGULATOR ASSEMBLY	\$ 63.23	\$ 126.46	0.50
364541	SU3165	CRANKSHAFT POSI	\$ 60.05	\$ 120.10	0.50
62061	CB14L-A2FP	SPORT UTILITY BATTERY	\$ 44.99	\$ 89.98	0.50
237220	47185	MULTITOW 2 IN 1 ADAPTER	\$ 26.99	\$ 53.98	0.50
122550	249332	PRIMER SURFACER	\$ 46.49	\$ 92.98	0.50
191943	47109	HANDTRUCK 600LB CAPACITY	\$ 55.79	\$ 111.58	0.50
877062	41123	DURALAST BRAKE ROTOR	\$ 29.19	\$ 58.38	0.50
273362	S10890	STP OIL FILTER LFP2051	\$ 27.89	\$ 55.78	0.50
8815	722-001	SHACKLE KIT	\$ 21.74	\$ 43.48	0.50
244359	MHS-05-500	MECH HEAT SLEEVE 2 PACK	\$ 22.49	\$ 44.98	0.50
898489	BSP300	CLEAR COAT-PAINTSHOP	\$ 23.24	\$ 46.48	0.50
92607	99-5000	K&N RECHARGER KIT SPRAY	\$ 10.79	\$ 21.58	0.50
237232	48505	7 POLE ROUND MALE	\$ 9.29	\$ 18.58	0.50
208746	DG802SD	DLG SEVERE DUTY PADS	\$ 44.90	\$ 89.80	0.50
208747	DG459SD	DLG SEVERE DUTY PADS	\$ 44.90	\$ 89.80	0.50
59914	DGC632	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50

## Exhibit C

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
60285	DGC883	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
60350	DGC943	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
60897	DGC1058	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
137263	HS9469PT-2	HEAD GASKET SET	\$ 49.49	\$ 98.98	0.50
437736	5365B	VALUCRAFT BRAKE ROTO	\$ 24.81	\$ 49.62	0.50
91082	DL3524A	REMAN DURALAST STARTER	\$ 50.99	\$ 101.98	0.50
268768	C586	DISC BRAKE CALIPER	\$ 48.35	\$ 96.70	0.50
268769	C587	DISC BRAKE CALIPER	\$ 48.35	\$ 96.70	0.50
18693	C881	IGNITION COIL	\$ 51.26	\$ 102.52	0.50
577518	SU3323	CAM/CRANK SENSO	\$ 50.04	\$ 100.08	0.50
977415	800001373	2X GUMOUT CARB & FIC	\$ 3.14	\$ 6.28	0.50
27791	F2114G	GOLD CAP & ROTOR KIT	\$ 27.89	\$ 55.78	0.50
210781	5446	DURALAST BRAKE ROTOR	\$ 23.35	\$ 46.70	0.50
360378	FA5046	IDLER ARM	\$ 46.97	\$ 93.94	0.50
113367	54035	DURALAST BRAKE ROTOR	\$ 25.54	\$ 51.08	0.50
500074	13315DAUT	FIRE EXTINGUISHER BC	\$ 24.24	\$ 48.48	0.50
351995	C612	DISC BRAKE CALIPER	\$ 48.35	\$ 96.70	0.50
351996	C613	DISC BRAKE CALIPER	\$ 48.35	\$ 96.70	0.50
195771	SU1176	MAP SENSOR	\$ 48.35	\$ 96.70	0.50
10661	7095	REMAN PS PUMP	\$ 46.49	\$ 92.98	0.50
417432	745	PARKING BRAKE SHOES	\$ 24.17	\$ 48.34	0.50
65848	SW324	TURN SIGNAL SWITCH	\$ 24.83	\$ 49.66	0.50
12032	417158	SEAL	\$ 11.69	\$ 23.38	0.50
12318	6408	BALL BEARING	\$ 11.69	\$ 23.38	0.50
693101	SET6	TAPERED BEARING SET	\$ 11.69	\$ 23.38	0.50
221833	19307	ACCESSORY RELAY	\$ 11.82	\$ 23.64	0.50
716042	55085	DURALAST BRAKE ROTOR	\$ 23.35	\$ 46.70	0.50
41863	C798	DISC BRAKE CALIPER	\$ 53.93	\$ 107.86	0.50
41914	C799	DISC BRAKE CALIPER	\$ 53.93	\$ 107.86	0.50
61069	DGC1070	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
25659	6724	DL REMAN CV AXLE	\$ 46.99	\$ 93.98	0.50
132287	8259	DL REMAN CV AXLE	\$ 39.47	\$ 78.94	0.50
246763	742-101	WINDOW LIFT MOTOR	\$ 41.84	\$ 83.68	0.50
183508	DLF19	DURALAST FLEX 19 WIPER	\$ 14.24	\$ 28.48	0.50
853207	550022721	5W30 QUAKER 5 LITER	\$ 22.31	\$ 44.62	0.50
64023	C95483	HOOD LIFT SUPPORT	\$ 18.59	\$ 37.18	0.50
125687	24941	PREP DISC 2IN COAR- 25 P	\$ 22.31	\$ 44.62	0.50
186284	55034	DURALAST BRAKE ROTOR	\$ 26.46	\$ 52.92	0.50
423996	6-700	WASHER PUMP	\$ 14.39	\$ 28.78	0.50
184185	AZ2500BLK	1PC RUBBER MAT BLK	\$ 10.79	\$ 21.58	0.50
988902	THE14400106	E6011 1/8 ELECTRODE 5 LB	\$ 11.99	\$ 23.98	0.50
55920	5379	CRC CLEAN-R-CARB	\$ 3.59	\$ 7.18	0.50

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**AutoZone - Market Basket at 7/2013**

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
986596	DL6331S	REMAN DURALAST STARTER	\$ 47.59	\$ 95.18	0.50
689501	FF756DL	FUEL FILTER	\$ 10.44	\$ 20.88	0.50
29678	860	DURALAST BRAKE SHOE	\$ 45.89	\$ 91.78	0.50
362031	CR153	BLOWER MOTOR RESISTOR	\$ 55.19	\$ 110.38	0.50
190485	SW1094	COMBINATION SWITCH	\$ 48.59	\$ 97.18	0.50
708304	60163	AUTOZONE 5W30 FULL SYN	\$ 5.11	\$ 10.22	0.50
291980	8056	DL REMAN CV AXLE	\$ 46.99	\$ 93.98	0.50
268632	922784	FAN CLUTCH	\$ 57.65	\$ 115.30	0.50
228557	1484M	CAMSHAFT BEAR SET	\$ 42.29	\$ 84.58	0.50
61169	BWP-726	NEW WATER PUMP	\$ 45.89	\$ 91.78	0.50
896888	XP103	AUTOLITE IRIIDIUM PLUG	\$ 6.50	\$ 13.00	0.50
298635	41-983	AC DBL PLATINUM PLUG	\$ 6.04	\$ 12.08	0.50
352137	54080	DURALAST BRAKE ROTOR	\$ 23.35	\$ 46.70	0.50
374151	53002	DURALAST BRAKE ROTOR	\$ 23.35	\$ 46.70	0.50
282521	C632	DISC BRAKE CALIPER	\$ 46.49	\$ 92.98	0.50
282522	C633	DISC BRAKE CALIPER	\$ 46.49	\$ 92.98	0.50
311590	4668	DURALAST IGN WIRE SET	\$ 46.49	\$ 92.98	0.50
413099	SU3239	MAP SENSOR	\$ 46.49	\$ 92.98	0.50
78476	61500	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
92163	61592	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
92176	61605	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
122755	61530	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
122761	61544	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
122779	61612	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
122780	61613	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
434436	625-102	OIL COOLER LINE	\$ 44.99	\$ 89.98	0.50
95322	922115	FAN CLUTCH	\$ 51.14	\$ 102.28	0.50
575385	SW3998	COMBINATION SWITCH	\$ 62.99	\$ 125.98	0.50
262537	SNGMFGP994314	SNG SEAT COVER 250 COUNT	\$ 49.99	\$ 99.98	0.50
434435	625-101	OIL COOLER LINE	\$ 20.69	\$ 41.38	0.50
542377	625-123	OIL COOLER LINE	\$ 20.69	\$ 41.38	0.50
6494	FA1113	BALL JOINT UPR	\$ 26.96	\$ 53.92	0.50
761548	22B	22B BOSCH ICON WIPER	\$ 21.84	\$ 43.68	0.50
322981	C95760	GLASS LIFT SUPPORT	\$ 21.38	\$ 42.76	0.50
618113	D95884	HATCHBK LIFT SUPPORT	\$ 18.59	\$ 37.18	0.50
618134	D95913	HOOD LIFT SUPPORT	\$ 21.38	\$ 42.76	0.50
139895	55015	DURALAST BRAKE ROTOR	\$ 27.00	\$ 54.00	0.50
65519	DG931PSD	DLG SEVERE DUTY PADS	\$ 41.30	\$ 82.60	0.50
536563	CWP-9240	NEW WATER PUMP	\$ 46.79	\$ 93.58	0.50
217353	AZ-1	AZ EMPTY SPRAY BOTTLE	\$ 2.37	\$ 4.74	0.50
26630	8700	DL REMAN CV AXLE	\$ 39.47	\$ 78.94	0.50
649200	KEDIS	70 PC HOSE CLAMP RACK	\$ 26.99	\$ 53.98	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
59046	DGC782	DLG CMAX PADS	\$ 40.49	\$ 80.98	0.50
60387	DGC964	DLG CMAX PADS	\$ 40.49	\$ 80.98	0.50
61147	DGC1075	DLG CMAX PADS	\$ 40.49	\$ 80.98	0.50
84174	CP7818	FUEL PRESSURE TESTER KIT	\$ 41.84	\$ 83.68	0.50
268217	5119	DURALAST BRAKE ROTOR	\$ 23.35	\$ 46.70	0.50
374160	55073	DURALAST BRAKE ROTOR	\$ 21.89	\$ 43.78	0.50
150395	5060905	V-RIBBED BELT DAYCO	\$ 22.49	\$ 44.98	0.50
248484	DEF002	DIESEL EXHUAFT FLD 2 5GL	\$ 14.99	\$ 29.98	0.50
208089	48480	END 7 WAY VEHICLE SIDE	\$ 13.94	\$ 27.88	0.50
59071	DGC784	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
34488	H7055	DRUM ALL-IN-ONE KIT	\$ 8.45	\$ 16.90	0.50
187104	2-4800DL	U-JOINT	\$ 8.45	\$ 16.90	0.50
233036	311	R134A STOP LEAK	\$ 7.27	\$ 14.54	0.50
193290	9421	DL REMAN CV AXLE	\$ 49.81	\$ 99.62	0.50
500510	DGC1057	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
560417	34224	DURALAST BRAKE ROTOR	\$ 43.79	\$ 87.58	0.50
60312	DGC913	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
701281	4289	DURALAST THERMOSTAT	\$ 22.49	\$ 44.98	0.50
199100	510010	BALL BEARING	\$ 44.09	\$ 88.18	0.50
122778	61611	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
208099	104330	BALL JOINT UP	\$ 28.70	\$ 57.40	0.50
500558	DGC837	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
95651	DL513104	DURALAST HUB BEARING	\$ 39.59	\$ 79.18	0.50
120818	E87791	MOLDED HTR HOSE	\$ 44.09	\$ 88.18	0.50
842484	P3M018	10W30 PEAK OIL 5 LITERS	\$ 9.30	\$ 18.60	0.50
580396	ES70599	FUEL INJ O-RING SEALS	\$ 3.79	\$ 7.58	0.50
186286	55039	DURALAST BRAKE ROTOR	\$ 24.63	\$ 49.26	0.50
268237	55054	DURALAST BRAKE ROTOR	\$ 21.89	\$ 43.78	0.50
60689	DGC1028	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
493631	C822	DISC BRAKE CALIPER	\$ 43.70	\$ 87.40	0.50
493632	C823	DISC BRAKE CALIPER	\$ 43.70	\$ 87.40	0.50
537023	DLA135	DOOR LOCK ACTUATOR	\$ 40.94	\$ 81.88	0.50
65396	34055	DURALAST BRAKE ROTOR	\$ 24.08	\$ 48.16	0.50
7580	5580	DURALAST BRAKE ROTOR	\$ 23.81	\$ 47.62	0.50
618423	G3850	FRAM FUEL FILTER	\$ 14.99	\$ 29.98	0.50
759805	DL-21	DURALAST WIPER BLADE 21"	\$ 4.56	\$ 9.12	0.50
838069	55095	DURALAST BRAKE ROTOR	\$ 27.59	\$ 55.18	0.50
153239	7250	REMAN PS PUMP	\$ 36.26	\$ 72.52	0.50
136378	305202	AUTO BELT TENSIONER	\$ 43.19	\$ 86.38	0.50
120604	DS1414	CENTER LINK	\$ 44.63	\$ 89.26	0.50
59943	DGC650	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
108245	AL16	AUTOLITE OIL FILTER	\$ 2.08	\$ 4.16	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
60249	DGC856	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
55137	FRA-210	FLYWHEEL ASSEMBLY	\$ 40.41	\$ 80.82	0.50
135847	SU399	CAMSHAFT POS SENSOR	\$ 50.04	\$ 100.08	0.50
62057	12N7-4AFP	SPORT UTILITY BATTERY	\$ 34.19	\$ 68.38	0.50
167022	404Z	FIBERGLASS RESIN GAL	\$ 43.69	\$ 87.38	0.50
830112	2032BP-2	3V KEYLESS ENTRY 2 PACK	\$ 5.81	\$ 11.62	0.50
523141	31312	DURALAST BRAKE ROTOR	\$ 21.67	\$ 43.34	0.50
352625	538	DURALAST BRAKE SHOE	\$ 20.69	\$ 41.38	0.50
536625	MKD777	DURALAST PADS	\$ 23.65	\$ 47.30	0.50
2825	4187	DURALAST IGN WIRE SET	\$ 21.38	\$ 42.76	0.50
887635	DG184	DURALAST GOLD PADS	\$ 44.19	\$ 88.38	0.50
131166	4956	DURALAST IGN WIRE SET	\$ 22.31	\$ 44.62	0.50
231693	31158	DURALAST BRAKE ROTOR	\$ 21.16	\$ 42.32	0.50
61434	DGC1169	DLG CMAX PADS	\$ 44.99	\$ 89.98	0.50
413675	AWP-9107	NEW WATER PUMP	\$ 44.99	\$ 89.98	0.50
722084	8200	2-1/16 TRIPLE GAUGE KIT	\$ 47.49	\$ 94.98	0.50
120817	E87790	MOLDED HTR HOSE	\$ 44.09	\$ 88.18	0.50
382670	92101	PRESSURE HOSE	\$ 39.05	\$ 78.10	0.50
335927	DL3510MS	REMAN DURALAST STARTER	\$ 27.20	\$ 54.40	0.50
311579	4643	DURALAST IGN WIRE SET	\$ 46.49	\$ 92.98	0.50
311602	9086	DURALAST IGN WIRE SET	\$ 41.39	\$ 82.78	0.50
693085	SET5	TAPERED BEARING SET	\$ 13.49	\$ 26.98	0.50
343889	VS50494R	VALVE COVER SET	\$ 52.24	\$ 104.48	0.50
48730	3295	DURALAST BRAKE ROTOR	\$ 21.89	\$ 43.78	0.50
60412	DGC967	DLG CMAX PADS	\$ 40.49	\$ 80.98	0.50
61232	DWP-711	NEW WATER PUMP	\$ 41.39	\$ 82.78	0.50
163810	5081260	V-RIBBED BELT DAYCO	\$ 41.39	\$ 82.78	0.50
366515	FF894DL	DURALAST FUEL FILTER	\$ 42.74	\$ 85.48	0.50
859711	3555	AC HOSE LIQUID LINE	\$ 43.19	\$ 86.38	0.50
90017	MKD215	DURALAST PADS	\$ 18.19	\$ 36.38	0.50
201749	FA660G	BALL JOINT LWR	\$ 19.13	\$ 38.26	0.50
334916	ES3424	TIE ROD END INNER	\$ 20.00	\$ 40.00	0.50
358517	ES4033	TIE ROD END INNER	\$ 20.00	\$ 40.00	0.50
173927	MKD699	DURALAST PADS	\$ 17.28	\$ 34.56	0.50
113360	54025	DURALAST BRAKE ROTOR	\$ 23.21	\$ 46.42	0.50
188612	PH2	FRAM OIL FILTER	\$ 3.90	\$ 7.80	0.50
79969	800-204	PRESSURE REGULATOR	\$ 43.70	\$ 87.40	0.50
347918	TF98	TRANS FILTER KIT	\$ 13.29	\$ 26.58	0.50
597209	SF16	SEAFOAM MOTOR TREATMENT	\$ 10.22	\$ 20.44	0.50
76956	LC63230	LOCK CYLINDERS	\$ 36.39	\$ 72.78	0.50
631277	SU8693	CAM/CRANK SENSO	\$ 40.03	\$ 80.06	0.50
395509	C557	DISC BRAKE CALIPER	\$ 20.45	\$ 40.90	0.50

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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
395517	C556	DISC BRAKE CALIPER	\$ 20.45	\$ 40.90	0.50
12331	207	BALL BEARING	\$ 19.79	\$ 39.58	0.50
226686	714675	SEAL	\$ 9.89	\$ 19.78	0.50
332690	34140	DURALAST BRAKE ROTOR	\$ 21.89	\$ 43.78	0.50
332696	55065	DURALAST BRAKE ROTOR	\$ 19.70	\$ 39.40	0.50
540399	31318	DURALAST BRAKE ROTOR	\$ 20.43	\$ 40.86	0.50
15917	PM123	BLOWER MOTOR W/WHEEL	\$ 37.59	\$ 75.18	0.50
22235	CWP-747	NEW WATER PUMP	\$ 39.59	\$ 79.18	0.50
536553	AWP-9225	NEW WATER PUMP	\$ 42.29	\$ 84.58	0.50
350648	55013B	VALUCRAFT BRAKE ROTO	\$ 19.70	\$ 39.40	0.50
693840	WJ-23	POWERCORD 16/3 SJTW 50FT	\$ 18.59	\$ 37.18	0.50
72073	4603	DURALAST IGN WIRE SET	\$ 44.63	\$ 89.26	0.50
332689	34126	DURALAST BRAKE ROTOR	\$ 21.68	\$ 43.36	0.50
59004	DGC728	DLG CMAX PADS	\$ 40.49	\$ 80.98	0.50
59832	DGC591	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
596610	15285	BOSCH O2 SENSOR	\$ 44.09	\$ 88.18	0.50
92229	33-2023	K&N AIR FILTER	\$ 43.19	\$ 86.38	0.50
974016	63234	REMAN PS PUMP	\$ 54.86	\$ 109.72	0.50
152222	C435	DISC BRAKE CALIPER	\$ 46.49	\$ 92.98	0.50
152223	C434	DISC BRAKE CALIPER	\$ 46.49	\$ 92.98	0.50
25626	6039	DL REMAN CV AXLE	\$ 43.47	\$ 86.94	0.50
25790	7078	DL REMAN CV AXLE	\$ 43.47	\$ 86.94	0.50
25792	7083	DL REMAN CV AXLE	\$ 43.47	\$ 86.94	0.50
26123	7336	DL REMAN CV AXLE	\$ 43.47	\$ 86.94	0.50
54409	8469	DL REMAN CV AXLE	\$ 43.47	\$ 86.94	0.50
230349	BWP-9036	NEW WATER PUMP	\$ 44.09	\$ 88.18	0.50
971980	FLA119	FLASHER	\$ 36.39	\$ 72.78	0.50
541762	500262	TIMING COVER	\$ 38.39	\$ 76.78	0.50
836252	B61147	TRANS COOLER LINES	\$ 37.19	\$ 74.38	0.50
202713	FA525	IDLER ARM	\$ 32.18	\$ 64.36	0.50
21706	U1-3	L&GARDEN BATTERY 340CCA	\$ 51.99	\$ 103.98	0.50
291570	GAR42	BLK DIAMOND GARAGE ROLL	\$ 35.99	\$ 71.98	0.50
278404	55224	PIPE-TAIL	\$ 41.84	\$ 83.68	0.50
94906	SHA25-25	CUT OFF WHEELS	\$ 36.26	\$ 72.52	0.50
88561	NM2198	NEW MASTER CYLINDER	\$ 41.39	\$ 82.78	0.50
912846	C9711	BRAKE CABLE	\$ 18.99	\$ 37.98	0.50
68626	AC305	IDLE AIR CONTROL VALVE	\$ 37.79	\$ 75.58	0.50
220145	69675	ULTRA SHOCK	\$ 26.03	\$ 52.06	0.50
78486	61524	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
92173	61601	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
602108	61664	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
835176	61676	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50



**Exhibit C**  
**AutoZone - Market Basket at 7/2013**

**Note:** This is representative of the types of products available in the Colorado Price Agreement.  
For a full line of products contact [www.AutoZonePro.com](http://www.AutoZonePro.com)

SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
11643	ES2056R	TIE ROD END INNER	\$ 19.13	\$ 38.26	0.50
54651	ES4258	TIE ROD END OUTER	\$ 22.61	\$ 45.22	0.50
926906	ES3521	TIE ROD END INNER	\$ 23.48	\$ 46.96	0.50
158297	1420P	PRIME SHINE PROTCTNT	\$ 18.99	\$ 37.98	0.50
90032	MKD52S	DURALAST PADS	\$ 18.19	\$ 36.38	0.50
296986	TF351	TRANS FILTER KIT	\$ 14.24	\$ 28.48	0.50
7503	TF139	TRANS FILTER KIT	\$ 9.49	\$ 18.98	0.50
24583	18831	EXTENDABLE SNOW RAKE	\$ 17.99	\$ 35.98	0.50
78256	B95	RD SEAL STP/TURN/TAIL LT	\$ 8.99	\$ 17.98	0.50
262582	PCLA-MCUSB	DEDICATED CHARGER MI	\$ 8.99	\$ 17.98	0.50
679483	E71988	RADIATOR HOSE	\$ 46.79	\$ 93.58	0.50
22182	6	AC RAPIDFIRE PLATINUM	\$ 4.59	\$ 9.18	0.50
459863	8103	BOSCH DBL PLAT SPARK PLU	\$ 4.64	\$ 9.28	0.50
4950	50276	HTR HOSE BLK 5/8	\$ 1.16	\$ 2.32	0.50
230356	BWP-9087	NEW WATER PUMP	\$ 38.69	\$ 77.38	0.50
163809	5081223	V-RIBBED BELT DAYCO	\$ 39.59	\$ 79.18	0.50
358513	ES3492	TIE ROD END OUTER	\$ 21.74	\$ 43.48	0.50
838072	55094	DURALAST BRAKE ROTOR	\$ 18.97	\$ 37.94	0.50
3336	FF745DL	FUEL FILTER	\$ 10.44	\$ 20.88	0.50
692430	C674	DISC BRAKE CALIPER	\$ 39.05	\$ 78.10	0.50
692431	C675	DISC BRAKE CALIPER	\$ 39.05	\$ 78.10	0.50
351718	358	DURALAST BRAKE SHOE	\$ 18.89	\$ 37.78	0.50
60041	DGC679	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
887770	DG882	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
18931	M-155HV	OIL PUMP	\$ 45.89	\$ 91.78	0.50
634079	231015	DURALAST PULLEY	\$ 12.47	\$ 24.94	0.50
231311	10480	ARMALL PROTECTANT REFILL	\$ 12.34	\$ 24.68	0.50
186209	41-993	AC DBL PLATINUM PLUG	\$ 6.04	\$ 12.08	0.50
896897	XP606	AUTOLITE IRIIDIUM PLUG	\$ 6.50	\$ 13.00	0.50
59020	1157LL	LONG LIFE BULB	\$ 4.49	\$ 8.98	0.50
350679	5594B	VALUCRAFT BRAKE ROTO	\$ 38.68	\$ 77.36	0.50
25573	SA10262	STP AIR FILTER	\$ 13.15	\$ 26.30	0.50
690461	6145	CASTROL GTX 10W-30 QT	\$ 5.20	\$ 10.40	0.50
117259	SA6366	AIR FILTER	\$ 6.19	\$ 12.38	0.50
152076	C9215	DISC BRAKE CALIPER	\$ 37.19	\$ 74.38	0.50
59001	DGC726	DLG CMAX PADS	\$ 44.54	\$ 89.08	0.50
129793	PM3793	BLOWER MOTOR W/O WHEEL	\$ 46.99	\$ 93.98	0.50
95840	D95656	HATCH LIFT SUPPORT - L	\$ 37.19	\$ 74.38	0.50
95842	D95657	HATCH LIFT SUPPORT - R	\$ 37.19	\$ 74.38	0.50
268216	5118	DURALAST BRAKE ROTOR	\$ 21.89	\$ 43.78	0.50
237424	DG1328	DURALAST GOLD PADS	\$ 46.74	\$ 93.48	0.50
201819	C1541	IGNITION COIL	\$ 37.79	\$ 75.58	0.50

### Exhibit C AutoZone - Market Basket at 7/2013

**Note:** This is representative of the types of products available in the Colorado Price Agreement.  
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SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
292954	MS95726	INT MANIFOLD GSK SET	\$ 37.79	\$ 75.58	0.50
926720	18365	SWAY BAR SKT RR	\$ 17.39	\$ 34.78	0.50
336776	DL3152	REMAN DURALAST STARTER	\$ 37.39	\$ 74.78	0.50
964383	DG1411	DURALAST GOLD PADS	\$ 31.44	\$ 62.88	0.50
82363	DL7078DP	REMAN DURALAST ALT	\$ 37.34	\$ 74.68	0.50
347382	NM3051	NEW MASTER CYLINDER	\$ 35.99	\$ 71.98	0.50
42898	M3001	REMAN MASTER CYLINDER	\$ 37.19	\$ 74.38	0.50
491805	394191	HEATER CORE	\$ 37.19	\$ 74.38	0.50
184232	EGR4350	EGR VALVE	\$ 35.99	\$ 71.98	0.50
103892	TPS140	THROTTLE POSITION SENSOR	\$ 37.79	\$ 75.58	0.50
173912	705	DURALAST BRAKE SHOE	\$ 17.99	\$ 35.98	0.50
90044	MKD369	DURALAST PADS	\$ 18.19	\$ 36.38	0.50
212581	710475	SEAL	\$ 17.99	\$ 35.98	0.50
227974	10567	CLUTCH MASTER CYL	\$ 40.49	\$ 80.98	0.50
242416	950K6	V-RIBBED BELT DURALA	\$ 24.29	\$ 48.58	0.50
887771	DG883	DURALAST GOLD PADS	\$ 25.50	\$ 51.00	0.50
276129	11064	UNIV MUFFLER SOUND FIT	\$ 33.29	\$ 66.58	0.50
318438	MS95809-1	INT MANIFOLD GSK SET	\$ 35.99	\$ 71.98	0.50
846071	399210	HEATER CORE	\$ 33.47	\$ 66.94	0.50
575021	604-107	AIR DOOR ACTUATOR	\$ 38.39	\$ 76.78	0.50
347904	FF755DL	FUEL FILTER	\$ 18.99	\$ 37.98	0.50
312956	13193	BOSCH O2 SENSOR	\$ 44.99	\$ 89.98	0.50
77814	34029	WHEEL CYLINDER	\$ 9.76	\$ 19.52	0.50
410948	746-011	DOOR LOCK ACTUATOR-GM	\$ 31.84	\$ 63.68	0.50
226653	5682	SEAL	\$ 22.49	\$ 44.98	0.50
693044	SET3	TAPERED BEARING SET	\$ 11.69	\$ 23.38	0.50
42739	3287	DURALAST BRAKE ROTOR	\$ 20.92	\$ 41.84	0.50
554709	31072	HIGH INTENSE FLASHLIGHT	\$ 14.24	\$ 28.48	0.50
413674	BWP-9101	NEW WATER PUMP	\$ 35.99	\$ 71.98	0.50
709089	42-3024	WINDOW LIFT MOTOR	\$ 37.79	\$ 75.58	0.50
353968	305241	AUTO BELT TENSIONER	\$ 35.99	\$ 71.98	0.50
438807	MS92211	INT MANIFOLD GSK SET	\$ 35.99	\$ 71.98	0.50
729675	OS30717R	OIL PAN SET	\$ 35.99	\$ 71.98	0.50
716109	92062	PRESSURE HOSE	\$ 33.47	\$ 66.94	0.50
835344	111160	5W30 MOBIL 1 5LITER	\$ 33.47	\$ 66.94	0.50
794469	683827	VAL SYNPOWER 5W30 5	\$ 33.47	\$ 66.94	0.50
193166	E370001Z	2PC DYNASTY LB GREY CLIX	\$ 35.99	\$ 71.98	0.50
268221	31257	DURALAST BRAKE ROTOR	\$ 21.89	\$ 43.78	0.50
66705	TF325	TRANS FILTER KIT	\$ 17.09	\$ 34.18	0.50
78503	61561	PROGUARD SHOCK	\$ 23.74	\$ 47.48	0.50
926723	18386	SWAY BAR SKT RR	\$ 17.39	\$ 34.78	0.50
516264	222220463	CHEVRON DELO 15W40	\$ 16.73	\$ 33.46	0.50

## Exhibit C

### AutoZone - Market Basket at 7/2013

**Note:** This is representative of the types of products available in the Colorado Price Agreement.  
For a full line of products contact [www.AutoZonePro.com](http://www.AutoZonePro.com)

SKU	PART#	PRODUCT DESC	Colorado Unit Price	LIST Unit Price	Discount
643452	4922	22 INSIGHT BLADE	\$ 16.73	\$ 33.46	0.50
334524	E95786	GLASS LIFT SUPPORT	\$ 18.59	\$ 37.18	0.50
618109	E95918	HOOD LIFT SUPPORT	\$ 18.59	\$ 37.18	0.50
540720	AQA053	5050 AUTOZONE DEXCOOL AF	\$ 11.15	\$ 22.30	0.50
65377	54012	DURALAST BRAKE ROTOR	\$ 23.69	\$ 47.38	0.50
539358	VV927	5W20 VAL SYNPOWER	\$ 8.36	\$ 16.72	0.50
298613	12	AC RAPIDFIRE PLATINUM	\$ 4.59	\$ 9.18	0.50
940098	7781	NGK LASER PLATINUM PLUG	\$ 7.51	\$ 15.02	0.50
692731	102992	MOBIL 1 10W30	\$ 8.36	\$ 16.72	0.50
512310	L212	LIQUID WRENCH LUBRICANT	\$ 4.27	\$ 8.54	0.50
819184	231059	DURALAST PULLEY	\$ 16.31	\$ 32.62	0.50
108247	AL2	AUTOLITE OIL FILTER	\$ 2.08	\$ 4.16	0.50
177467	815634	WATER OUTLET	\$ 35.09	\$ 70.18	0.50
710319	33709	WHEEL CYLINDER	\$ 9.07	\$ 18.14	0.50
966570	DR140VC	CONTROL MODULE	\$ 31.46	\$ 62.92	0.50
524699	SW3780	POWER DOOR LOCK SWITCH	\$ 34.57	\$ 69.14	0.50
43018	3464	DURALAST BRAKE ROTOR	\$ 14.59	\$ 29.18	0.50
228648	25590	BEARING CONE	\$ 17.09	\$ 34.18	0.50
35342	1260K8	V-RIBBED BELT DURALA	\$ 35.09	\$ 70.18	0.50
209243	85245	TERM BUTT WP 16-14 50PK	\$ 16.73	\$ 33.46	0.50
964597	628-203	CLUTCH LINE	\$ 46.79	\$ 93.58	0.50
184647	DR980	DISTRIBUTOR CAP	\$ 41.39	\$ 82.78	0.50
539334	9159	DURALAST IGN WIRE SET	\$ 45.07	\$ 90.14	0.50
491548	13687	BOSCH O2 SENSOR	\$ 39.59	\$ 79.18	0.50
536939	JA1390	BLOWER MOTOR RESISTOR	\$ 44.15	\$ 88.30	0.50
867123	6839	FUEL CAP	\$ 12.60	\$ 25.20	0.50
208881	P-46QT	QT PAG-46 WITH ICE 32	\$ 33.24	\$ 66.48	0.50



**Exhibit D**  
**AutoZone Colorado Stores - April 2013**

STORE #	ADDRESS	CITY	COUNTY	ZIP	PHONE NUMBER	DELIVERIES
802	16101 E COLFAX AVE	AURORA	ADAMS	80011	(303) 343-7588	Y
819	909 BRIDGE ST	BRIGHTON	ADAMS	80601	(303) 659-0953	Y
820	6200 E 71ST PL	COMMERCE CITY	ADAMS	80022	(303) 287-5011	Y
806	6860 FEDERAL BLVD	DENVER	ADAMS	80221	(303) 429-1557	Y
835	901 W 84TH AVE	FEDERAL HEIGHTS	ADAMS	80260	(303) 487-0160	Y
833	9540 FEDERAL BLVD	FEDERAL HEIGHTS	ADAMS	80260	303-428-8100	N
813	10105 N WASHINGTON	THORNTON	ADAMS	80229	(303) 280-1222	Y
830	12760 COLORADO BLV	THORNTON	ADAMS	80241	303-254-5352	N
883	3705 E. 104TH AVE	THORNTON	ADAMS	80233	303-255-4681	N
3424	7 CRAFT DR	ALAMOSA	ALAMOSA	81101	(719) 587-0124	Y
807	13300 E MISSISSIPP	AURORA	ARAPAHOE	80012	(303) 671-0657	Y
823	2141 S CHAMBERS RD	AURORA	ARAPAHOE	80014	303-337-1940	N
827	19021 E QUINCY AVE	AURORA	ARAPAHOE	80015	303-627-7049	N
4058	6795 WEST 120 AVE	BROOMFIELD	BOULDER	80020	(303) 465-2423	Y
828	1310 S PUBLIC RD	LAFAYETTE	BOULDER	80026	303-665-9000	N
808	1210 MAIN STREET	LONGMONT	BOULDER	80501	(303) 776-7370	Y
3436	101 WEST HWY 50	SALIDA	CHAFFEE	81201	719-539-2957	N
832	97 CIRCLE DRIVE	DELTA	DELTA	81416	(970) 874-3670	Y
801	1194 S FEDERAL BLV	DENVER	DENVER	80219	(303) 936-0635	Y
810	4585 E COLFAX AVE	DENVER	DENVER	80220	(303) 355-1775	Y
825	2496 S FEDERAL BVD	DENVER	DENVER	80219	(303) 937-1331	Y
838	8835 E COLFAX AVE	DENVER	DENVER	80220	(720) 941-8910	Y
840	2040 S BROADWAY	DENVER	DENVER	80210	(303) 765-1242	Y
845	6366 E EVANS AV #B	DENVER	DENVER	80222	(303) 756-2104	Y
879	2986 N SPEER BL #2	DENVER	DENVER	80211	303-433-7257	N
3774	18643 GREEN VALLEY	DENVER	DENVER	80249	303-307-0914	N
834	313 S WILCOX ST	CASTLE ROCK	DOUGLAS	80104	(303) 688-4215	Y
875	10157 S PARKER RD	PARKER	DOUGLAS	80134	(720) 851-1803	Y
3776	100 COOLEY MESA RD	GYPSUM	EAGLE	81637	(970) 524-1761	Y
811	4125 AUSTIN BLUFFS	COLORADO SPRINGS	EL PASO	80918	(719) 531-0016	Y
814	505 S 8TH ST	COLORADO SPRINGS	EL PASO	80905	(719) 471-1000	Y
815	2455 E. PLATTE	COLORADO SPRINGS	EL PASO	80909	(719) 475-0589	Y
842	5792 PALMER PARK B	COLORADO SPRINGS	EL PASO	80915	(719) 638-1802	Y
3432	6440 N. UNION BLVD	COLORADO SPRINGS	EL PASO	80918	(719) 531-7104	Y
847	1899 S ACADEMY BLV	COLORADO SPRINGS	EL PASO	80916	719-574-9684	N
3434	690 W GARDEN GODS	COLORADO SPRINGS	EL PASO	80907	719-598-9489	N
818	100 PLAZA BLVD	FOUNTAIN	EL PASO	80817	(719) 391-1023	Y
4060	705 W. BAPTIST RD	MONUMENT	EL PASO	80132	719-481-6829	N
4059	11735 MERIDIAN MKT	PEYTON	EL PASO	80831	719-494-1877	N
848	1811 FREMONT DR	CANON CITY	FREEMONT	81212	(719) 269-9947	Y
4062	2922 GLEN AVE	GLENWOOD SPRINGS	GARFIELD	81601	(970) 384-2061	Y
805	9302 W. 58TH AVE	ARVADA	JEFFERSON	80002	303-424-3000	N
843	14455 WEST 64TH AV	ARVADA	JEFFERSON	80004	303-456-9191	N
803	5495 W COLFAX AVE	LAKEWOOD	JEFFERSON	80214	(303) 232-6000	Y
824	6101 W ALAMEDA AVE	LAKEWOOD	JEFFERSON	80226	(303) 238-6570	Y

**STATE OF COLORADO  
VENDOR QUARTERLY  
SUMMARY VOLUME REPORT**

Send completed form to:  
**State Purchasing Office**  
1525 Sherman Street, Third Floor  
Denver, CO 80203

Vendor Name:	x
Contact Person:	x
E-Mail Address:	x
Phone:	x
Date:	xx/xx/20xx
Price Agreement Number:	x
Commodity or Service:	x

Revised - 12/26/13



← Fill In Highlighted  
Areas

Reporting Period (Please select the correct period):	July - September ▾
--	--------------------

Reporting Year (Please select the correct year):	2013 ▾
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Sales Data Reported								
Type of Entity	Total Sales Dollars This Quarter <sup>1</sup>	Regular (List) Pricing of Total Sales <sup>2</sup>	Estimated Cost Savings <sup>3</sup>		Total Paid By Commercial Credit Card <sup>4</sup>		Total Green Sales <sup>5</sup>	
State Agencies and other State departments	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	0%
Higher Education	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	0%
Political Subdivisions <sup>6</sup>	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	0%
Non-Profit <sup>7</sup>	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	0%
Totals	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	0%
Colo. Admin. Fee <sup>8</sup>	\$ -	Note: Make check payable to "State of Colorado". Send to: Colorado State Purchasing Office, c/o Bea Lovato, 1525 Sherman Street, Third Floor, Denver, CO 80203						

SPO Sourcing Specialist Contact Information: (Please select the appropriate Specialist and e-mail this form)-
Molly Randol (303) 866-6191 Molly.Randol@state.co.us ▾

<b>Vendor Comments:</b>
(enter here-->)

Legend	
1	<b>Total Sales Dollars this Quarter</b> - Attach detailed reports/data to support these amounts.
2	<b>Regular (List) Pricing of Total Sales</b> - The List / Catalog / MSRP Pricing and %, prior to any discounts.
3	<b>Estimated Cost Savings</b> - Savings to the State and % as a direct result of this price agreement.
4	<b>Total Paid by Commercial Card</b> - Reflects the portion of total sales and % paid by the State Procurement Card or credit cards.
5	<b>Total Green Sales</b> - Reflects the portion of total sales and % that has Environmentally Preferable attributes.
6	<b>Political Subdivisions</b> - Examples include City/County/Local Governments, Special Districts (School, Fire, Water, Transportation etc.)
7	<b>Non-Profits</b> - Organizations qualified by the State Purchasing Office based on C.R.S. 24-110-207.5.
8	<b>Colorado Administration Fee</b> - only applicable to price agreements where the State is collecting a fee. <i>Vendor manually enters data.</i>

SPO Use Only	Date Entered to QVR Log: _____
Notes/Comments: (enter here-->)	



EXHIBIT F  
State of Colorado  
Contract Management Information  
**FINAL Contractor Performance Evaluation**  
Colorado Revised Statutes §24-102-205(6)

Upon completion of each personal services contract with a value over \$100,000, the individual selected by the state agency or institution of higher education (IHE), pursuant to CRS §24-103.5-101(3), to monitor the contractor's work under the contract (Contract Monitor) shall complete this FINAL Contractor Performance Evaluation (Evaluation) and submit the completed Evaluation to the contractor for review and comment pursuant to CRS §24-103.5-101(6). This Evaluation and contractor's response, if any, shall be added to the statewide Contract Management System (CMS) within 30 days after contract completion and become publically available as part of the State's searchable website. Soliciting state agencies and IHEs are required to review completed Evaluations prior to making future contract awards to ensure that the prospective contractor meets applicable responsibility. A contractor who disputes any information contained in an Evaluation may exercise the contract rights set forth in CRS §§24-109-106, 107, 201 or 202.

**Completing this Form**

- Before completing this Evaluation, the Contract Monitor shall ensure that ALL applicable fields in CMS are completed upon conclusion of the contract.
- The Contract Monitor or Procurement Staff shall submit the completed Evaluation to the contractor for review and comment within 30 days of contract completion.
- The state agency or IHE shall maintain this Evaluation and contractor's response, if any, as part of its official contract file and shall post the Evaluation on CMS within 30 days of contract completion.
- This Evaluation shall remain a part of CMS for at least 5-years following the date it is attached to the CMS contract record, C.R.S. §24-105-102(4).
- If the contract is for construction services with a value of \$500,000 or more, the Contract Monitor *also* shall complete the form entitled "Construction Contractor Final Performance Evaluation Report".
- This Evaluation is *not* required for contracts under Medicare, the "Colorado Medical Assistance Act", Articles 4 to 6 of Title 25.5, CRS, the "Children's Basic Health Plan Act", Article 8 of Title 25.5, CRS, or the "Colorado Indigent Care Program", Part I of Article 3 of Title 25.5, CRS.

CMS Identification Number:

Contract Completion Date:

Name of State Agency / IHE:

Name of Contractor / Grantee:

Name of Project / Program:

**>>Contractor Performance – evaluation conducted after completion of services <<**

Contractor met requirements related to Quality	Yes	<input type="checkbox"/>	No*	<input type="checkbox"/>
Contractor met requirements related to Cost	Yes	<input type="checkbox"/>	No*	<input type="checkbox"/>
Contractor met requirements related to Timeliness	Yes	<input type="checkbox"/>	No*	<input type="checkbox"/>
*Briefly indicate area(s) of non-compliance and steps taken to remedy				
Indicate number and dates of interim performance evaluation worksheets completed for this contract				
Overall Rating of Contractor Performance	Below Standard	Standard	Above Standard	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

**>>The following to be completed by the State following submittal to Contractor for review <<**

Provided contractor with opportunity to review Evaluation? (Date sent: _____)	Yes	<input type="checkbox"/>	No*	<input type="checkbox"/>
Contractor submitted response to Evaluation? (Date rebuttal received: _____)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Contractor disputed Evaluation? (Date Dispute received: _____)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
*If No, Explain				

By signing below, I acknowledge that I have completed this Final Contractor Performance Evaluation in accordance with C.R.S. §24-102-205(6)

Signature _____	Title _____
Print Name _____ Date _____	Phone _____

