

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213

STD 213 (Rev 06/03)

AGREEMENT NUMBER	/	AGENCY BILLING CODE
5-09-99-29		
REGISTRATION NUMBER		

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of General Services

CONTRACTOR'S NAME
NAPA Auto Parts

2 The term of this Agreement is: January 1, 2010 through December 31, 2012
Or upon DGS signature or approval, with two one-year options to extend

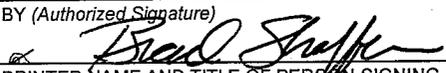
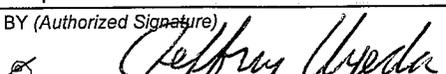
3. The maximum amount of this Agreement is: \$ -0-

4. This contract is to provide Light Duty Auto Parts to State and local government agencies per RFP 57224 and contractor's responses which are incorporated and made a part of this agreement by reference.

The parties agree to comply with the terms and conditions of the following which are by this reference made a part hereof:

- Exhibit A - Statement of Work, 2 pages
 - Exhibit B - Budget Detail and Payment Provisions, 3 pages
 - Exhibit C - General Terms and Conditions
 - 1. *General Provisions Non-IT Commodities (GSPD 401), 7 pages
 - 2. Supplemental Terms and Conditions using ARRA Funds dated 8/10/09, 2 pages
 - Exhibit D - Additional Provisions (WSCA Terms and Conditions, 4 pages
 - Exhibit E - Additional Terms and Conditions; Independent Store Participation, 1 page
- Items shown with an asterisk (*) may be viewed at <http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) NAPA Auto Parts			
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1-28-10		
PRINTED NAME AND TITLE OF PERSON SIGNING BRAD SHAFFER Vice President, Western Division			
ADDRESS 7150 S. FULTON St. Suite #300, Centennial, CO 80112			
STATE OF CALIFORNIA			
AGENCY NAME Department of General Services			
BY (Authorized Signature)  For	DATE SIGNED (Do not type) 4/30/2010		
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Butler, Deputy Director			
ADDRESS 707 Third Street, 2 nd Floor West Sacramento, CA 95605--2811		<input type="checkbox"/> Exempt	

**Additional Terms and Conditions
NAPA Auto Parts
Independent Store Participation**

It is understood by the parties independent NAPA store owners freely elect to participate in the sale of products to Buyer pursuant to the terms and conditions of this Agreement. It is understood that Seller is a distributor of products manufactured by others. Seller distributes Products to certain Seller-owned automotive parts stores and certain independently-owned and operated automotive parts jobbing stores which operate as NAPA Auto Parts stores and participate in the various sales and marketing programs offered by NAPA. It is understood that Buyer may from time to time purchase products from participating independent NAPA jobbers.

1. While Seller agrees to inform all independent NAPA jobbers of the opportunities offered by this Agreement and shall encourage them to participate, Seller cannot contract for or on behalf of independent NAPA jobbers and only those independent NAPA jobbers who agree to participate in this program shall be required to sell products to Buyer at prices or on terms consistent with any of the terms or prices contained or referred to in this Agreement. Additionally, participating NAPA jobbers shall independently be responsible for any applicable indemnity obligations that may arise during the Term of this Agreement and are likewise independently responsible to have insurance coverage.