

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and Elliott Auto Supply Co. Inc. dba Factory Motor Parts ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Aftermarket Vehicle Parts, Tools, and Accessories, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Aftermarket Vehicle Parts, Tools, and Accessories the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2445 for Aftermarket Vehicle Parts, Tools, and Accessories; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2445 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA24230, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION

WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

Factory Motor Parts
1380 Corporate Center Curve
Ste 200
Eagan MN 55121
ATTN: Dana Carney
Email: d.carney@fmpco.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signed by:
Signature: Patricia M. Mulvihill

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: October 1, 2024 | 10:09 AM PDT

VENDOR:

DocuSigned by:
Signature: Dana Carney

Printed Name: Dana Carney

Title: Fleet Sales and Operations Manager
Elliott Auto Supply Co. Inc. dba Factory Motor Parts

Dated: October 1, 2024 | 10:07 AM PDT

ATTACHMENT A**to Master Price Agreement by and between VENDOR and PURCHASER.****PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

LINE	LINE DESCRIPTION	CAT	CAT DESCRIPTION	DISCOUNT
1FV	FVP PRODUCT LINES	35	FVP BELTS	62%
1FV	FVP PRODUCT LINES	51	FVP P. STEERING KITS	62%
2FV	FVP PRODUCT LINES 2	40	FVP MOTOR MOUNTS	62%
2FV	FVP PRODUCT LINES 2	51	FVP FEDERAL CATS	62%
2FV	FVP PRODUCT LINES 2	52	FVP CALIFORNIA CATS	62%
3FV	FVP PRODUCT LINES 3	50	TIMING CHAINS & COMP	62%
ACP	AC PRODUCTS	41	AC SPARK PLUGS	DEALER COST
ACP	AC PRODUCTS	42	AC FILTERS	DEALER COST
ACP	AC PRODUCTS	43	AC FUEL PUMPS	DEALER COST
ACP	AC PRODUCTS	47	FUEL FILTERS	DEALER COST
ACP	AC PRODUCTS	48	AIR FILTERS	DEALER COST
ACP	AC PRODUCTS	50	TRANSMISSION FILTERS	DEALER COST
AIS	AISIN	1	AISIN PRODUCTS	50%
AKE	AKEBONO	1	PRO-ACT BRAKE PADS	60%
ALN	AUTOLINE PRODUCTS	4	FUEL INJECTORS	62%
ANC	ANCO WIPER PRODUCTS	10	WIPER BLADES	65%
ANR	ANCHOR INDUSTRIES	1	ENG/TRANS MOUNTS	62%
ATP	AUTO TRANSMISS PARTS			40%
AUL	AUTEL TIRE PRESSURE	1	SENSORS & VALVES	60%
BDX	BENDIX LT DUTY	1	BRAKE PARTS	50%
BLA	BLASTER CORPORATION	1	CHEMICALS	40%
BLK	BLACK JACK TIRE REP			50%
CAS	CONTINENTAL	1	VDO TPMS	62%
CEN	CENTRIC PARTS	10	BRAKE PARTS	68%
CHA	CHAMPION	1	SPARK PLUGS	50%
CHO	CHOCK BLOCKS (CONV)			50%
COL	COLE-HERSEE	1	ELECTRICAL ITEMS	50%
CRC	CRC-SILOO PRODUCTS	1	CHEMICALS	48%
CRD	CARDONE IND	10	REMAN PRODUCTS	50%
CTR	CARTER	1	FUEL PUMPS	50%
DEL	DELCO PRODUCTS	1	DELCO IGNITION	DEALER COST
DEL	DELCO PRODUCTS	10	DELCO CHEMICALS	DEALER COST
DEL	DELCO PRODUCTS	11	AFTER MKT WINDOW REG	DEALER COST
DEL	DELCO PRODUCTS	13	DELCO STATS & CAPS	DEALER COST

DEL	DELCO PRODUCTS	14	GOLD/PROF BRAKE	DEALER COST
DEL	DELCO PRODUCTS	15	DELCO AIR CONDITION	DEALER COST
DEL	DELCO PRODUCTS	16	DELCO WIRE & CABLE	DEALER COST
DEL	DELCO PRODUCTS	17	ORIG EQUIP BRAKE	DEALER COST
DEL	DELCO PRODUCTS	18	DELCO SMALL MOTORS	DEALER COST
DEL	DELCO PRODUCTS	19	EXHAUST & TANKS	DEALER COST
DEL	DELCO PRODUCTS	2	DELCO BEARINGS	DEALER COST
DEL	DELCO PRODUCTS	20	HINGES AND HARDWARE	DEALER COST
DEL	DELCO PRODUCTS	21	EMISSION CONTROL	DEALER COST
DEL	DELCO PRODUCTS	23	BODY	DEALER COST
DEL	DELCO PRODUCTS	24	OIL	DEALER COST
DEL	DELCO PRODUCTS	25	NEW WATER PUMPS	DEALER COST
DEL	DELCO PRODUCTS	26	AFTER MKT WATER PUMP	DEALER COST
DEL	DELCO PRODUCTS	27	DELCO ELECTRONICS	DEALER COST
DEL	DELCO PRODUCTS	30	LOCK ASM	DEALER COST
DEL	DELCO PRODUCTS	31	DELCO STARTERS, ALTS.	DEALER COST
DEL	DELCO PRODUCTS	33	AFTER MKT START/ALTS	DEALER COST
DEL	DELCO PRODUCTS	35	BELTS & HOSES	DEALER COST
DEL	DELCO PRODUCTS	36	DELCO OE STEERING	DEALER COST
DEL	DELCO PRODUCTS	37	DELCO TRANSMISSION	DEALER COST
DEL	DELCO PRODUCTS	4	DELCO RADIATORS	DEALER COST
DEL	DELCO PRODUCTS	44	SILVER/ADV BRAKE	DEALER COST
DEL	DELCO PRODUCTS	45	GOLD/PROF CHASSIS	DEALER COST
DEL	DELCO PRODUCTS	46	SILVER/ADV CHASSIS	DEALER COST
DEL	DELCO PRODUCTS	5	DELCO SHOCK ABSORBER	DEALER COST
DEL	DELCO PRODUCTS	51	DELCO VALVE LIFTERS	DEALER COST
DEL	DELCO PRODUCTS	55	DELCO LIGHT BULBS	DEALER COST
DEL	DELCO PRODUCTS	56	LAMPS	DEALER COST
DEL	DELCO PRODUCTS	7	DELCO BATTERIES	DEALER COST
DEL	DELCO PRODUCTS	8	DELCO WIPER PRODUCTS	DEALER COST
DEL	DELCO PRODUCTS	9	AFTER MKT SUSPENSION	DEALER COST
DEN	DENSO PRODUCTS	1	SPARK PLUGS	62%
DEN	DENSO PRODUCTS	2	OXYGEN SENSORS	62%
DEN	DENSO PRODUCTS	4	A/C COMPONENTS	62%
DLP	DELPHI	12	ABS SENSORS	50%
DLP	DELPHI	13	SPARTA FUEL (DELPHI)	50%
DLP	DELPHI	15	MAF	50%
DLP	DELPHI	2	ELECTRICAL	50%
DLP	DELPHI	5	FUEL PUMPS	50%

DLP	DELPHI	9	FUEL INJECTION	50%
DOR	DORMAN	1	4WD COMPANENTS	62%
DOR	DORMAN	10	CLIMATE CONTROL	62%
DOR	DORMAN	11	COOLERS	62%
DOR	DORMAN	12	DIPSTICKS & TUBES	62%
DOR	DORMAN	13	DOOR HINGE REPAIR	62%
DOR	DORMAN	14	DOOR LOCK ACTUATORS	62%
DOR	DORMAN	16	EMISSION CONTROL COM	62%
DOR	DORMAN	17	EVAPORATIVE EMISSION	62%
DOR	DORMAN	18	EXHAUST COMPONENTS	62%
DOR	DORMAN	19	EXHAUST MANIFOLDS	62%
DOR	DORMAN	2	DORMAN MISC	62%
DOR	DORMAN	20	FLUID RESERVOIRS	62%
DOR	DORMAN	21	FUEL & AIR COMPONENT	62%
DOR	DORMAN	22	HANDLES-DOOR WNDO	62%
DOR	DORMAN	23	HARD TO FIND HRD PAR	62%
DOR	DORMAN	24	HARMONIC BALANCERS	62%
DOR	DORMAN	25	HEATER HOSE ASSEMBLI	62%
DOR	DORMAN	26	HTF-EXTERIOR	62%
DOR	DORMAN	27	HTF-INTERIOR	62%
DOR	DORMAN	28	HTF-MAINTENANCE	62%
DOR	DORMAN	29	HTF-UNDERHOOD	62%
DOR	DORMAN	3	ABS SENSORS	62%
DOR	DORMAN	30	HTF-ELECTRONICS	62%
DOR	DORMAN	31	HTF-UNDERCAR	62%
DOR	DORMAN	33	IDLER PULLEYS	62%
DOR	DORMAN	34	IGNITION SWITCHES	62%
DOR	DORMAN	35	IMPACT SENSORS	62%
DOR	DORMAN	36	INSTRUMENT CLUSTERS	62%
DOR	DORMAN	37	INTAKE MANIFOLF GSKT	62%
DOR	DORMAN	38	KNUCKLES	62%
DOR	DORMAN	39	MAGNETIC CAM & CRANK	62%
DOR	DORMAN	4	ACTIVE SUSPENSION CO	62%
DOR	DORMAN	40	OIL COOLER LINES	62%
DOR	DORMAN	41	OIL DRAIN PLUGS/GSKT	62%
DOR	DORMAN	42	OIL FILTER CAPS	62%
DOR	DORMAN	43	QUICK CONNECTORS	62%
DOR	DORMAN	44	RADIATOR FAN ASSEMBL	62%
DOR	DORMAN	45	RELEASE CABLES	62%

DOR	DORMAN	45	RELEASE CABLES	62%
DOR	DORMAN	46	SHACKLES	62%
DOR	DORMAN	47	STEERING COLUMN & SH	62%
DOR	DORMAN	48	SWITCHES	62%
DOR	DORMAN	49	THREADED FASTENERS	62%
DOR	DORMAN	5	AIR DOOR ACTUATORS	62%
DOR	DORMAN	50	TRANSMISSION LINES	62%
DOR	DORMAN	51	TURBOCHARGERS	62%
DOR	DORMAN	52	VALVE COVERS	62%
DOR	DORMAN	53	VVTs & CAM PHASERS	62%
DOR	DORMAN	54	WATER OUTLETS	62%
DOR	DORMAN	55	WHEEL HARDWARE	62%
DOR	DORMAN	56	WHEEL HUBS	62%
DOR	DORMAN	57	WINDOW LIFT MOTORS	62%
DOR	DORMAN	58	WINDOW REGULATORS	62%
DOR	DORMAN	59	BRAKES	62%
DOR	DORMAN	6	BLOWER MTR RESISTORS	62%
DOR	DORMAN	66	CARB CONVERTERS	62%
DOR	DORMAN	67	FED/EPA CONVERTERS	62%
DOR	DORMAN	7	BODY FASTENERS	62%
DOR	DORMAN	8	BODY MOUNTS	62%
DOR	DORMAN	9	CHASSIS	62%
DRI	OIL DRI PRODUCTS			50%
ECO	ECCO LIGHTING			40%
EVR	IND. ALK. BATT	1	BATTERIES	50%
FCS	FCS	1	SHOCKS/STRUTS	65%
FEL	FEL PRO		GASKETS/SEALS	65%
FRD	FEDERAL MOGUL	2	NATIONAL BEARINGS	50%
FRD	FEDERAL MOGUL	30	SEAL/POWER-ENGINE PA	50%
FRD	FEDERAL MOGUL	31	OIL SEALS/O-RINGS	50%
FRD	FEDERAL MOGUL	33	SEAL/POWER-ENGINE KI	50%
FRD	FEDERAL MOGUL	50	ENGINE BEARINGS	50%
FRD	FEDERAL MOGUL	60	SEAL/POWER-PSTN RING	50%
FUS	LITTLEFUSE-FUSES			50%
FVP	FVP	10	OIL FILTER	71%
FVP	FVP	11	AIR FILTERS	71%
FVP	FVP	12	CABIN AIR FILTERS	71%
FVP	FVP	13	FUEL FILTERS	71%
FVP	FVP	14	TRANSMISSION FILTERS	71%

FVP	FVP	18	FVP TRIANGLE KITS	50%
FVP	FVP	19	CABLE TIES	62%
FVP	FVP	20	FVP CHOCK BLOCKS	62%
FVP	FVP	22	GLOVES	62%
FVP	FVP	23	FVP Chemicals	62%
FVP	FVP	24	FVP OIL	62%
FVP	FVP	25	FVP ANTIFREEZE	52%
FVP	FVP	26	DIESEL EXHAUST FLUID	62%
FVP	FVP	31	RADIATORS	62%
FVP	FVP	32	CONDENSERS	62%
FVP	FVP	33	HEATER CORES	62%
FVP	FVP	36	NEW WATER PUMPS	65%
FVP	FVP	37	FVP FAN CLUTCHES	62%
FVP	FVP	48	FVP ABRASIVES	65%
FVP	FVP	50	FVP Hub Bearing Assb	67%
FVP	FVP	51	FVP Hub Bearings	67%
FVP	FVP	52	FVP ALTERNATORS	64%
FVP	FVP	53	FVP STARTERS	64%
FVP	FVP	55	FVP IGNITION COILS	62%
FVP	FVP	6	PLATINUM BATTERIES-6	64%
FVP	FVP	7	VOLT-EDGE-7	64%
FVP	FVP	70	FVP Brake Rotors	68%
FVP	FVP	71	FVP Brake Drums	68%
FVP	FVP	74	FVP Premium Brake Pads	68%
FVP	FVP	76	FVP MASTER CYLINDERS	68%
FVP	FVP	77	FVP Brake Calipers	60%
FVP	FVP	78	FVP Brake Hardware	60%
FVP	FVP	79	U-JOINTS	62%
FVP	FVP	81	FVP Chassis Parts	65%
FVP	FVP	82	Coated Rotor	68%
FVP	FVP	89	NEW AXLES	62%
GMB	GMB WATER PUMPS	9	TIMING KITS WITH WP	50%
GOO	GOODYEAR PRODUCTS	1	RUBBER PRODUCTS	53%
GPD	GLOBAL PARTS DISTR	1	HVAC PRODUCTS	62%
GRO	GROTE INDUSTRIES		GROTE INDUSTRIES	50%
IDL	IDEAL HOSE CLAMPS		IDEAL HOSE CLAMPS	50%
KBC	KIMBERLY CLARK		KIMBERLY CLARK	50%
KYB	KYB AMERICA	1	SHOCKS/STRUTS	65%
LOP	LUCAS OIL		LUCAS OIL	30%

LUK	LUK CLUTCHES	1	LUK CLUTCHES	31%
MMM	3M PRODUCTS		3M PRODUCTS	55%
MON	MONROE AUTO EQUIP	1	SHOCKS/STRUTS	60%
MOO	MOOG	10	SUSPENSION	65%
MOT	MOTORAD	1	THERMOSTATS	70%
MOT	MOTORAD	10	THERMOSTAT HOUSINGS	70%
MOT	MOTORAD	15	ULTRASTATS	70%
MOT	MOTORAD	2	RADIATOR CAPS	70%
MOT	MOTORAD	3	FUEL CAPS	70%
MOT	MOTORAD	4	OIL CAPS	70%
MOT	MOTORAD	5	TESTERS/ADAPTERS	70%
MOT	MOTORAD	6	GASKETS/SEALS	70%
MOT	MOTORAD	8	HEAVY DUTY	70%
MTC	MOTORCRAFT	1	STARTERS/ALTERNATORS	DEALER COST
MTC	MOTORCRAFT	10	AIR CONDITIONING	DEALER COST
MTC	MOTORCRAFT	11	BATTERIES	DEALER COST
MTC	MOTORCRAFT	13	EMISSION PARTS	DEALER COST
MTC	MOTORCRAFT	14	IGNITION PARTS	DEALER COST
MTC	MOTORCRAFT	15	FILTERS/PCV VALVES	DEALER COST
MTC	MOTORCRAFT	16	MOTORCRAFT REMANS	DEALER COST
MTC	MOTORCRAFT	17	SHOCKS & STRUTS	DEALER COST
MTC	MOTORCRAFT	18	SPARK PLUGS	DEALER COST
MTC	MOTORCRAFT	19	THERMOSTATS & CAPS	DEALER COST
MTC	MOTORCRAFT	2	POWER STEERING	DEALER COST
MTC	MOTORCRAFT	20	BELTS & HOSES	DEALER COST
MTC	MOTORCRAFT	21	WIRE & CABLE	DEALER COST
MTC	MOTORCRAFT	22	WATER PUMPS	DEALER COST
MTC	MOTORCRAFT	23	FRONT WHEEL DRIVE	DEALER COST
MTC	MOTORCRAFT	24	WIPER BLADES	DEALER COST
MTC	MOTORCRAFT	29	Brake Pads/Shoes	DEALER COST
MTC	MOTORCRAFT	31	CHASSIS	DEALER COST
MTC	MOTORCRAFT	40	FUEL PUMPS	DEALER COST
MTC	MOTORCRAFT	41	HUBS	DEALER COST
MTC	MOTORCRAFT	42	BEARINGS	DEALER COST
MTC	MOTORCRAFT	44	RADIATORS	DEALER COST
NGK	NGK	1	SPARKPLUGS	62%
PER	PERMATEX		PERMATEX	50%
PLC	PHILLIPS CABLE	1	PLC	50%
PRY	PENRAY PRODUCTS		PENRAY PRODUCTS	50%

PST	POWERSTOP	10	BRAKE PRODUCTS	60%
SAC	SACHS NORTH AMERICA	1	CLUTCH KITS	50%
SPL	SPLASH WIPER BLADES			77%
STA	STANDARD IGNITION			40%
SUP	SUPER CLEAN	1	SUPER CLEAN	50%
TRC	TRICO WIPER PRODUCTS	1	WIPER BLADES	77%
TRK	TRUCK LITE			50%
TRR	TRACER PRODUCTS			50%
VOE	VISION OE	2	POWER STEERING	50%
WAG	WAGNER LIGHTING			62%
WES	WESTAR MOTOR MOUNTS			62%
WGR	WAGNER BRAKE	1	BRAKE PARTS	68%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.