

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400482

PRINT DATE: 06/29/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ADVANCE STORES COMPANY INCORPORATED
5008 AIRPORT RD

ROANOKE, VA
(999)999-9999

24012

REFER QUESTIONS TO:

LISA FORTUNE MCDONALD
(410)767-4084
LISA.MCDONALD@MARYLAND.GOV

ITB:

EXPR DATE: 06/28/17
POST DATE: 06/15/16

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

* STATEWIDE CONTRACT FOR*
* AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT, MEDIUM, AND *
* HEAVY DUTY VEHICLES, AND RELATED SERVICES *

CONTRACT TERM: JUNE 27, 2016 - JUNE 28 2017

. THIS IS THE FINAL RENEWAL AGAINST CONTRACT 001B5400150

VENDOR: GENERAL PARTS DISTRIBUTION LLC D.B.A. CARQUEST AUTO PARTS

VENDOR CONTACT: LAURA PAYNE (919) 573-3004
LAURA.PAYNE@CARQUEST.COM

SALES CENTER PHONE (888) 823-6592....U.S. COMMUNITIES # 1101149
(ICPA)

DGS PROCUREMENT OFFICER: IRIS LESTER 410-767-4612
IRIS.LESTER@MARYLAND.GOV

SCOPE OF CONTRACT: THIS IS AN INTER-GOVERNMENTAL CONTRACT IN ACCORDANCE WITH U.S. COMMUNITIES CONTRACT #1101149, TO SUPPLY AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT, MEDIUM, AND HEAVY DUTY VEHICLES AND RELATED SERVICES.

THIS CONTRACT IS WITH GENERAL PARTS DISTRIBUTION, LLC THE PARENT COMPANY OF CARQUEST AND ADVANCE AUTO PARTS. PURCHASES FROM BOTH CARQUEST AND ADVANCE AUTO PARTS ARE AUTHORIZED UNDER THIS

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TERMS (cont'd):

CONTRACT.

CONTRACT PERIOD: FROM DATE OF AWARD THROUGH JUNE 28, 2015 WITH THREE (3) ONE-YEAR RENEWAL OPTIONS.

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

| PARTS CATEGORIES UNDER THIS CONTRACT ----- | DISCOUNT ----- |
|--|--------------------------|
| 1. ALTERNATORS & STARTERS | 16% |
| 2. BEARINGS (BALL & ROLLERS) | 27% |
| 3. BATTERIES | 30% |
| 4. BELTS, HOSES, CLAMPS (DEPENDING ON MANUFACTURER/BRAND NAME) | 27% - 37% (4B) (4A) |
| 5. BRAKES (PADS & SHOES) | 23% |
| 6. BRAKES (DRUMS & ROTORS) | 29% |
| 7. BRAKES (CALIPERS) | 17% |
| 8. CAPS & THERMOSTATS | 20% |
| 9. CHEMICALS | 8% |
| 10. COOLANT/ANTIFREEZE | 6% |
| 11. ELECTRICAL & IGNITION (DEPENDING ON MANUFACTURER/BRAND NAME) | 11% - 20% (11B) (11A) |
| 12. EMISSIONS & EXHAUST | 30% |
| 13. FILTERS (AIR, FUEL, OIL) (DEPENDING ON MANUFACTURER/BRAND NAME) | 30% - 66% (13B) (13A) |
| 14. GASKETS & SEALS | 22% |
| 15. HEATING & AIR CONDITIONING | 17% |
| 16. LAMPS, LIGHTING, MIRRORS | 30% |
| 17. POWER STEERING PUMPS | 14% |

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TERMS (cont'd):

| | |
|--|-----|
| 18. PUMPS (FUEL & WATER) | 17% |
| 19. STEERING & SUSPENSION | 22% |
| 20. UNIVERSAL JOINTS | 22% |
| 21. WIPERS | 30% |
| 22. WHEEL ACCESSORIES | 14% |
| 23. SPARK PLUGS | 12% |
| 24. ACCESSORIES | 12% |
| 25. BRAKE HYDS | 22% |
| 26. DRIVE LINE | 12% |
| 27. ENGINE COMPONENTS | 18% |
| 28. EQUIPMENT | 5% |
| 29. FUEL TANKS | 12% |
| 30. HEAVY DUTY | 15% |
| 31. HEAVY DUTY | 7% |
| 32. MISCELLANEOUS | 12% |
| 33. OIL DRY | 7% |
| 34. PERFORMANCE PRODUCTS | 12% |
| 35. ELECTRIC & EMISSION | 15% |
| 36. REFERENCE | 12% |
| 37. REMANUFACTURED ENGINES & TRANSMISSIONS | 5% |
| 38. SMALL ENGINES | 25% |
| 39. TOWING | 12% |
| 40. ENGINE MOUNTS | 17% |

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TERMS (cont'd):

41. BRASS FITTINGS

25%

THIS CONTRACT IS SUBJECT TO THE ATTACHED DEPARTMENT OF GENERAL SERVICES TERMS AND CONDITIONS FOR COMMODITY CONTRACTS FOR \$25,000 AND ABOVE.

CHANGES TO TERMS & CONDITIONS:

- A. THE STATE AND GENERAL PARTS DISTRIBUTION, LLC DBA CARQUEST HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS OF THE U.S. COMMUNITIES AGREEMENT, CONTRACT NO. 1101149, WITH THE STATE OF NORTH CAROLINA, THE MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN U.S. COMMUNITIES CONTRACT, NO. 1101149.
- B. ONLY AUTHORIZED USERS MAY UTILIZE THIS CONTRACT. USERS MUST COMPLETE AN ONLINE REGISTRATION. PROCESSING OF THE REGISTRATION BY GENERAL PARTS DISTRIBUTION LLC DBA CARQUEST MAY TAKE UP TO 24 HOURS.
- C. TO ACCESS THE GENERAL PARTS DISTRIBUTION LLC DBA CARQUEST CONTRACT AND ALL PRICING, LINK TO WWW.CARQUEST.COM

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

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(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE
INTERNAL REVENUE CODE:

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106
OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION
OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS
CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT
NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO
ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER
PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A
UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF
MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A
PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2)
SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND,
(3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND
OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER
TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.
CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM
WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT
OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE
ENFORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

1. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE
IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES.
THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES
TRANSACTIONED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE
ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE
CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT
SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICING.
2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE
DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION,
1301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201,
WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH
CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL
CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT
SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER CHRISTINE
VASILIAU AT CHRISTINE.VASILIAU@MARYLAND.GOV AND TO AWAWU SALAKO

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AT AWAWU.SALAKO@MARYLAND.GOV.

3. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

THE VENDOR/CONTRACTOR HAS TEN (10) CALENDAR DAYS FROM THE DATE OF THE AWARD TO INITIATE THE PROCESS OF PUTTING THEIR ONLINE ECATALOG OF CONTRACT ITEMS ON THE EMARYLAND MARKETPLACE. FAILURE BY THE VENDOR/CONTRACTOR TO DO SO, INCORPORATING THE TERMS AS LISTED ABOVE AND OTHERWISE COMPLYING WITH THE CONTRACT, WILL BE CAUSE TO REASSESS THE CONTRACT WITH THE VENDOR/CONTRACTOR AND MAY RESULT IN DEFAULT OF THE CONTRACT AND/OR BREACH OF THE CONTRACT, AND COULD RESULT IN TERMINATION OF THE CONTRACT FOR DEFAULT.

ALL COSTS AND EXPENSES OF COMPLYING WITH THIS PROVISION SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

FOR ADDITIONAL INFORMATION CONCERNING EMARYLAND MARKETPLACE, PLEASE CONTACT DEWANA DANIEL AT (410)767-4024 OR DEWANA.DANIEL@MARYLAND.GOV

MANDATORY USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THIS CONTRACT, BEGINNING WITH THE START DATE, A QUARTERLY USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM(S) DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO: DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM M-4, BALTIMORE, MD 21201, ATTN: CHRISTINE VASILIAU. REPORTS MAY BE EMAILED TO CHRISTINE.VASILIAU@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

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OPEN MARKET CLAUSE: THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

TAXES & PAYMENT TERMS: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE #3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION #52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX. PAYMENT TERMS ARE NET THIRTY (30) DAYS.

DELIVERY: SHALL BE MADE F.O.B. DESTINATION FREIGHT PREPAID WITHIN THE STATE OF MARYLAND IN TWENTY-FOUR (24) HOURS FROM PLACEMENT OF ORDER.

ALL EQUIPMENT DELIVERED MUST BE COMPLETELY NEW EQUIPMENT OFFERED. EQUIPMENT THAT IS USED, REFURBISHED, FACTORY REBUILT, OR NEWLY REMANUFACTURED WILL NOT BE CONSIDERED UNLESS APPROVED BY THE USING AUTHORITY.

CONTRACT TERMINATION: THIS CONTRACT WILL BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PRICE TO FULFILL THE CONTRACT.

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> | | |
|---------------|----------------------|------------|------------------|--|--|
| 0002 | 07549-000000 | EA | | | |

AUTOMOTIVE PARTS AND ACCESSORIES

SEE ATTACHED EXHIBIT A

-OR-

ACCESS ONLINE CATALOG AT:

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|---------------|----------------------|------------|------------------|--|--|
|---------------|----------------------|------------|------------------|--|--|

WWW.ADVANCEAUTOPARTS.COM AND WWW.CARQUEST.COM

_____ END OF ITEM LIST _____

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE