



Index No.: GPC017  
Contract No.: RS901114  
Eff. Date: 03/10/15

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE  
AMENDMENT NO. 3

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR Auto Parts

Attached are pages 5 and 8-10 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

The amendment is issued to notify of address change for Contractor Revenue Share reporting and payments, to notify of the acquisition of General Parts International, Inc., (parent company of General Parts Distribution LLC) by Advance Stores Company, to indicate that all General Parts Distribution LLC owned stores were branded as Carquest stores and company owned stores were branded as Advance Auto Parts stores, and to indicate revisions as followed by the Sixth Amendment of the Master Contract with the City of Charlotte, NC and the Contractor, Master Contract Number 1101149.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Alice Ewing  
alice.ewing@das.ohio.gov

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS website at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

150946  
General Parts Distribution LLC dba Carquest  
P.O. Box 26006  
Raleigh, NC 27604  
laura.payne@carquest.com

89598  
Advance Auto Parts  
P.O. Box 742063  
Atlanta, GA 30374-2063  
laura.payne@carquest.com

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

\*Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty calendar days after the end of the quarterly sales reporting period. The revenue share equals .75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: State of Ohio Treasurer and forward the check to the following address:

\*Department of Administrative Services  
L-3686  
Columbus, OH 43260-3686

For overnight payments, forward the check to the following address:

\*Huntington National Bank  
Attn: L-3686  
7 Easton Oval  
Columbus, OH 43219

If the full amount of the revenue share is not paid within thirty calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

PRICE SCHEDULE

The following link contains pages with Pricing covered under this contract for the State of Ohio.

[Contract 1101149 pricing](#)

\*[Contract 1101149 Amendments](#)

OAKS ITEM ID#: 25151

UNSPSC Codes: 73161600

\*Indicates Amendment updates on Master Contract.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

150946  
General Parts Distribution LLC dba CARQUEST  
P.O. Box 26006  
Raleigh, NC 27604

BID CONTRACT NO.: RS901114-3

DELIVERY: As Offered

TERMS: Net 30 Days

REMIT PAYMENT TO:

General Parts Distribution LLC dba CARQUEST  
P.O. Box 503589  
St. Louis, MO 63150-3589

Purchase Orders and P-Cards are accepted at all CARQUEST stores.

CONTRACTOR'S CONTACT: Laura Payne

Telephone: 919-573-3004  
FAX: 954-383-2369  
E-Mail: [laura.payne@carquest.com](mailto:laura.payne@carquest.com)

All corporate locations will abide by this cooperative contract. Independent locations will have discretion.

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\*CONTRACTOR AND TERMS:

89598  
Advance Stores Company, Inc. dba Advance Auto Parts  
P.O. Box 742063  
College Park, GA 30374-2063

BID CONTRACT NO.: RS901114-4

DELIVERY: As Offered

TERMS: Net 30 Days

Purchase Orders and P-Cards are accepted at all Advance Auto Parts stores.

CONTRACTOR'S CONTACT: Laura Payne

Telephone: 919-573-3004  
FAX: 954-383-2369  
E-Mail: [laura.payne@carquest.com](mailto:laura.payne@carquest.com)

All corporate locations will abide by this cooperative contract. Independent locations will have discretion.

\*Indicates addition of Contractor due to acquisition of General Parts International, Inc. by Advance Stores Company, Inc.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
3	03/10/15	To notify of address change for Contractor Revenue Share reporting and payments, to notify of the acquisition of General Parts International, Inc., (parent company of General Parts Distribution LLC) by Advance Stores Company, to indicate that all General Parts Distribution LLC owned stores were branded as Carquest stores and company owned stores were branded as Advance Auto Parts stores, and to indicate revisions as followed by the Sixth Amendment of the Master Contract with the City of Charlotte, NC and the Contractor, Master Contract Number 1101149.
2	09/01/14	As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract for thirty-four (34) months effective 09/01/14 through 6/27/17, to correct Contractor zip code, incorporate price increases, remove on-site parts management services; and, append language to Section 17 as negotiated through the Master Contract with the City of Charlotte, NC and the Contractor, Master Contract Number 1101149.
1	01/10/14	To update Contractor Index information.