

## **PARTICIPATING ADDENDUM**

### **Auto Parts Contracts Administered by U.S. Communities and awarded to**

#### **CarQuest Auto Parts**

City of Charlotte, NC Contract No. 1101149  
(hereinafter "Contractor")

And

State of Ohio  
(hereinafter "Participating State")

Page 1 of 3

1. **Scope:** This addendum covers the U.S. Communities Auto Parts contract held by CarQuest Auto Parts and City of Charlotte, NC; administered by U.S. Communities for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.
2. **Participation:** Use of specific cooperative contracts by state agencies, political subdivisions and other 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. **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.

4. **State of Ohio Terms and Conditions:**

The State of Ohio Standard Contract Terms and Conditions accessed via this link and any Special Terms and Conditions and Specifications within the Contract shall apply to all sales under this Participating Addendum.

5. **Primary Contacts:** The primary government contact individuals for this participating addendum are as follows (or their named successors):

**Contractor**

**Name:** General Parts Distribution, LLC  
**Address:** P.O. Box 26006  
Raleigh, NC 27611

## PARTICIPATING ADDENDUM

**Auto Parts Contracts**  
Administered by U.S. Communities and awarded to

### **CarQuest Auto Parts**

City of Charlotte, NC Contract No. 1101149  
(hereinafter "Contractor")

And

State of Ohio  
(hereinafter "Participating State")

Page 2 of 3

**Telephone:** 919-573-3004  
**Fax:** 954-383-2369  
**E-mail:** laura-payne@carquest.com

#### Participating State (Entity)

**Name:** Tim Riley, CPPB  
**Address:** 4200 Surface Road  
Columbus, OH 43228  
**Telephone:** (614) 644-6761  
**Fax:** (614) 485-1056  
**E-mail:** tim.riley@das.state.oh.us

6. Subcontractors:

**NO servicing subcontractors are permitted under this contract.**

7. Order of Precedence: This Participating Addendum and the Master Agreement number 1101149 (administered by the City of Charlotte, NC and U.S. Communities) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

Additional contract documents can be found under the Contract Docs at:  
<http://www.uscommunities.org/carquest/>

**PARTICIPATING ADDENDUM**

**Auto Parts Contracts**  
Administered by U.S. Communities and awarded to

**CarQuest Auto Parts**

City of Charlotte, NC Contract No. 1101149  
(hereinafter "Contractor")

And

State of Ohio  
(hereinafter "Participating State")

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity: STATE OF OHIO	Contractor: General Parts Distribution LLC, d.b.a. CARQUEST Auto Parts
By:	By: 
Name:	Name: Robert A. Wheeler
Title:	Title: Sr. Vice President, Sales
Date:	Date: 4-15-13