



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

OPTIONAL CONTRACT FOR: Auto Parts

CONTRACT No.: RS901114

EFFECTIVE DATES: 12/30/2013 - 08/31/2014

* Renewal through 06/27/2017

The Department of Administrative Services (DAS) agreed to participate in a group purchasing contract for Auto Parts, with US Communities and City of Charlotte, NC. The US Communities and City of Charlotte, NC accepted bids submitted in response to its Invitation for Bid No. 269-2001-169 that opened on 04/29/11. The US Communities and City of Charlotte, NC completed the evaluation of the bid response(s). The Contractor(s) listed herein were determined to be the lowest responsive and responsible bidder(s) and were awarded a contract under the US Communities Contract Number 1101149. The respective proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio GPC Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Rev. 10/2013), become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2,500.00 using the state of Ohio payment card. Any purchase that exceeds \$2,500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

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

Alice Ewing
alice.ewing@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

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

*Indicates renewal through 06/27/14.

Signed: _____
Robert Blair, Director Date

TABLE OF CONTENTS

CONTRACT ITEMS	PAGE NO.
LINKS TO MASTER CONTRACT(S)	3
SPECIAL TERMS AND CONDITIONS	4-5
Contract Term	4
Contract Renewal	4
State of Ohio Terms and Conditions	4
Cooperative Purchasing Contract	4
Contract Order	4
Delivery	4
Usage Report	4
Contractor Quarterly Sales Report	4-5
Contractor Revenue Share	5
Executive Order 2011-12K	5
Notice on use of Social Security Numbers	5
GENERAL SPECIFICATIONS	6
Scope	6
Other	6
PARTICIPATING ADDENDUM SIGNATURE PAGE	7
PRICE SCHEDULE	8
CONTRACTOR INDEX	9

STATE OF OHIO
PARTICIPATING CONTRACT
FOR
Auto Parts

STATE OF OHIO CONTRACT NUMBER RS901114

Master Contract Number: 1101149

AS ISSUED BY THE City of Charlotte, NC CAN BE FOUND BY CLICKING THE FOLLOWING LINK:

<http://www.uscommunities.org/carquest/>

SPECIAL TERMS AND CONDITIONS

CONTRACT TERM: This Contract will become effective 12/30/13 for the state of Ohio and will follow the expiration dates and renewals as set forth in the US Communities and the City of Charlotte, NC Master Contract number 1101149

CONTRACT RENEWAL: Renewal of this contract is limited to renewals authorized by Invitation to Bid # 269-2011-069 or that of any subsequent contracting instrument awarded as a result of this Bid to General Parts Distribution LLC d.b.a. CARQUEST Auto Parts. Any subsequent renewal must be mutually agreed upon by the parties to this contract.

STATE OF OHIO GPC TERMS AND CONDITIONS: The awarded contractor(s) shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the Term and Conditions as set forth in the Master Contract, any participating addendums, and the state of Ohio Terms and Conditions, the state of Ohio's Terms and Conditions shall supersede.

COOPERATIVE PURCHASING CONTRACT: This Contract is open to all State Agencies and may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the Department of Administrative Services' Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the Department of Administrative Services' Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio and DAS harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACT ORDER: Items or services listed in any Requirements Contract, such as General Distribution Contracts (GDCs), Limited Distribution Contracts (LDC), Multiple Award Contracts (MACs), and Requests for Proposals (RFPs) take precedence over items or services contained in the Optional Use Group Purchasing Contract (GPC) contract/catalog.

DELIVERY: See Special Contract Terms and Conditions for specific language to insert for Supplies or Services.

USAGE REPORTS: Every three (3) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Alice Ewing.

CONTRACTOR QUARTERLY SALES REPORT: The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

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.

SPECIFICATIONS

- I. SCOPE: The scope of this contract shall be to provide new repair, replacement, and service parts, shop chemicals, and related items and services to the state of Ohio and its cooperative purchasing members. This contract requires new, highest quality or grade parts for a broad variety of vehicles and equipment including, but not restricted to, automobiles, light and medium duty trucks, SUVs, fire apparatus, buses, and construction equipment.
- II. PRICING: All pricing shall be a fixed percentage discount off the most current retail catalog, manufacturer's list price, or other verifiable index for all automotive parts, components, accessories, and all other products and services offered for the life of the contract. The discount percentages offered will apply to the entire parts catalog for the brand and category listed. Prices must include shipping, handling, and delivery; manufacturer mark up, profit, item cost and storage. No other charges will be allowed.
- III. All other provisions as stated in the City of Charlotte, NC Master Contract shall apply.

PARTICIPATING ADDENDUM

This Addendum and the Price Agreement 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State which has executed this Addendum.

The Participating Addendum between the Lead State and the State of Ohio can be found by following the link below:

[RS901114 GPC017 Participating Addendum](#)

PRIMARY CONTACT INFORMATION:

The primary contact for this contract is as follows:

Alice Ewing, Contract Analyst
Office of Procurement Services – State of Ohio
4200 Surface Road, Columbus, OH 43228
Office: (614) 644-6761
Fax: (614) 485-1056
E-mail: alice.ewing@das.ohio.gov

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

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

*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

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.