SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
IEH AUTO PARTS
DBA AUTO PLUS AND PEP BOYS
PO BOX 417609
BOSTON, MA 02241-7609
(617) 645-8959

REFER QUESTIONS TO:

MATTHEW SMITH
(410) 767-3039
MATTHEW.SMITH2@MARYLAND.GOV

ITB: EXPR DATE: 01/17/22 DISCOUNT TERMS: NET 30 DAY
POST DATE: 06/17/20 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.

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INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
FOR
AFTERMARKET AUTOMOTIVE PARTS & SUPPLIES
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MODIFICATION #2 - PER NASPO, CONTRACT EXTENDED BEGINNING OCTOBER 20,
2021 AND ENDING JANUARY 17, 2022.

MODIFICATION #1 - PER NASPO, CONTRACT EXTENDED NINETY (90) DAYS

THIS IS THE FINAL RENEWAL AGAINST THE ICPA MASTER CONTRACT
#SW307A (NASPO).

CONTRACT TERM:

THIS IS AN ICPA CONTRACT #SW307A (NASPO) FOR A CONTRACT TERM OF
07/20/20 THROUGH 07/19/2021.

IF THIS CONTRACT WAS BASED ON AN INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT (ICPA), THE RENEWAL OPTION(S) WILL BE BASED
ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE
VENDOR AND USAGE OF THE CONTRACT.

MARYLAND LAW PREVAILS:

*** CONTINUED, NEXT PAGE ***
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

Vendor Name: IEH AUTO PARTS LLC DBA AUTO PLUS AND THE PEP BOYS - MANNY, MOE & JACK

Vendor Contact: BRIAN EVANOKA
Vendor Number: 617-645-8959
Vendor Email: BEVANOKA@AUTOPLUSAP.COM

Scope of Contract:

Requirements contract for supplying the State of Maryland and using authorities with their needs for Auto PlusAuto parts and the Pep Boys Supplies.

Contract Requirements:

Quantities are estimates only and are not to be construed as any minimum or maximum guarantee.

Delivery and Acceptance:

Delivery shall be made in accordance with the solicitation specifications. The state, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the contractor's control. The state unilaterally may order in writing the suspension, delay or interruption of performance hereunder. The state reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered fob the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. If the vendor refuses to replace rejected materials, the state reserves the right to purchase replacement materials in the open market and the vendor shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.

Purchases by other entities - Indefinite Quantity Contracts: This provision applies to indefinite quantity contracts.

Electronic Transaction Fee:

a. Contractor shall pay an electronic transaction fee to the state in the amount of one percent (1%) of the total contract

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TERMS (cont’d):

SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED 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 PRICES.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 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 BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

C. 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. SHOULDN'T 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, WHICHEREVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

EMM CATALOG:
THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE’S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER

*** CONTINUED, NEXT PAGE ***
APPLIES TO CONTRACTS OF OVER $200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN $200,000.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.


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AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

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PARTS
AUTOMOTIVE PARTS AND ACCESSORIES
SEE ATTACHED EXHIBIT A

CATEGORY:
AIR CONDITIONING
BATTERIES
ELECTRICAL AND IGNITION
FILTERS; OIL, GAS, AIR & TRANSMISSION
ENGINE & DRIVE TRAIN
HEATING AND COLLING (ENGINE)
LAMPS AND LIGHTING AND MIRRORS
OILS AND LUBRICANTS, REGULAR/SYNTHETIC
PUMPS, FUEL AND WATER
SUSPENSION, SHOCKS, STRUTS, AND STEERING
WIPERS/WASHERS
SHOP SUPPLIES & EQUIPMENT
WINTER ACCESSORIES

PRICE DISCOUNTS:

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VARIES BY MANUFACTURER FROM 40% TO LIST 65% (SEE ATTACHED SCHEDULE)

AUTO PLUS AND PEP BOYES SELL PRODUCTS AT DISCOUNTS OFF OF LIST PRICES PER BRAND/MANUFACTURER

_______________________________ END OF ITEM LIST _______________________________

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