

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600295

PRINT DATE: 08/19/24

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: ADVANCE STORES COMPANY INC 5008 AIRPORT ROAD ROANOKE, VA 24012 (443)221-8407	REFER QUESTIONS TO: ENAYATULLAH RAYHAN (410)767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV
ITB:	EXPR DATE: 10/31/28 POST DATE: 05/01/24
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 ICPA CONTRACT FOR *
* INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT *
* AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT, MEDIUM, AND *
* HEAVY DUTY VEHICLES, AND RELATED SERVICES *

CONTRACT START DATE: DATE OF THE AWARD
CONTRACT EXPIRATION DATE: OCTOBER 31, 2028

RENEWAL OPTIONS:

OPTION ONE TERM: NOVEMBER 01, 2028 THROUGH OCTOBER 31, 2030
OPTION FINAL TERM: NOVEMBER 01, 2030 THROUGH OCTOBER 31, 2032

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

PARTICIPATING ADDENDUM DATED 04/18/24 BETWEEN ADVANCE STOCR COM AND THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES, ON BEHALF OF THE STATE OF MARYLAND (HEREINAFTER REFERRED TO AS THE PARTICIPATING

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TERMS (cont'd):

ADDENDUM).

VENDOR: ADVANCE STORES COMPANY INC. DBA ADVANCE AUTO PARTS

VENDOR CONTACT: SHARI VERGARA 952-412-4481
GOVERNMENT@ADVANCE-AUTO.COM

SALES CENTER PHONE (888) 823-6592

SCOPE OF CONTRACT: THIS IS AN INTER-GOVERNMENTAL CONTRACT IN ACCORDANCE WITH U.S. COMMUNITIES CONTRACT#R-LD-23013-01 TO SUPPLY AUTOMOTIVE PARTS AND ACCESSORIES FOR LIGHT, MEDIUM, AND HEAVY DUTY VEHICLES AND RELATED PRODUCTS & SERVICES.

THIS CONTRACT IS WITH ADVANCE STORE COMPANY, INC DBA ADVANCE AUTO PARTS ARE THE AUTHORIZED UNDER THIS CONTRACT.

PARTS CATEGORIES UNDER THIS CONTRACT	DISCOUNT
1. AUTOMOTIVE FILTERS	67%
2. TOOLS & EQUIPMENT	35%
3. ALL OTHER ITEMS SOLD BY ADVANCE.	50%

A USAGE REPORT SHALL BE FURNISHED BY THE VENDOR EVERY NINETY (90) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE FORMAT OF SUBMISSION (E.G. EXCEL) SHALL BE AT THE CONTRACTOR'S DISCRETION PROVIDED THAT, AT A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

ALL PURCHASE ORDERS ISSUED BY PURCHASING ENTITIES WITHIN THE JURISDICTION OF THIS PARTICIPATING ADDENDUM SHALL INCLUDE THE PARTICIPATING STATE/ENTITY'S CONTRACT NUMBER 001B4600295 AND SOURCEWELL CONTRACT 101520-GNL.

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 SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THIS CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE

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TERMS (cont'd):

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 ST, BALTIMORE, MD 21201, WITHIN THIRTY (30) 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.STATEWIDECONTRACTUSAGEREPORT@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. 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 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED VALUE, WHICHEVER IS HIGHER.

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 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:
 - (4) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDANT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- OR
- (5) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-10 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT. THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDTION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

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TERMS (cont'd):

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 AN ENTITY, FROM WHICH THE CONTRACTOR RECEIVES AN ORDER, UNDER THIS CONTRACT, IS A UNIT OR AGENCY OF THE STATE OF MARYLAND, SUCH THAT THE CONTRACT MA BE ENFORCED AGAINST THE STATE OF MARYLAND.

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 I 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.

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT \$500,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

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 EMAIL YOUR REPORT TO:

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TERMS (cont'd):

DGS.STATEWIDECONTRACTSUSAGEREPORT@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.

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.

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 FULFIL
THE CONTRACT.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
0001	07549-000000	EA			

PARTS

AUTOMOTIVE FILTERS - 67% (PERCENTAGE DISCOUNT)

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

TOOLS & EQUIPMENT - 35% (PERCENTAGE DISCOUNT)

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PARTS

ALL OTHER ITEMS SOLD BY ADVANCE - 50% (PERCENTAGE DISCOUNT)

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE