



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request**Procurement Folder:** 889625**Procurement Type:** Statewide MA (Open End)**Vendor ID:** 000000197107 **Legal Name:** ADVANCE AUTO PARTS**Alias/DBA:****Total Bid:** \$0.00**Response Date:** 06/10/2021 **Response Time:** 9:02**Responded By User ID:** advanceuto2490 **First Name:** Laura**Last Name:** Payne**Email:** laura.payne@advance-ai**Phone:** 919-573-3004**SO Doc Code:** CRFQ**SO Dept:** 0212**SO Doc ID:** SWC2100000016**Published Date:** 6/2/21**Close Date:** 6/10/21**Close Time:** 13:30**Status:** Closed**Solicitation Description:** STATEWIDE CONTRACT: Motor Vehicle Auto Parts **Total of Header Attachments:** 12**Total of All Attachments:** 12



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 889625
Solicitation Description: STATEWIDE CONTRACT: Motor Vehicle Auto Parts
Proc Type: Statewide MA (Open End)

| Solicitation Closes | Solicitation Response | Version |
|---------------------|------------------------------|---------|
| 2021-06-10 13:30 | SR 0212 ESR06082100000008045 | 1 |

VENDOR
 000000197107
 ADVANCE AUTO PARTS

Solicitation Number: CRFQ 0212 SWC2100000016
Total Bid: 0
Response Date: 2021-06-10
Response Time: 09:02:44
Comments: Payment terms are Net 30 days.

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------------|---------|------------|------------|-----------------------------|
| 1 | Motor Vehicle AUTO PARTS | 0.00000 | EA | 0.000000 | 0.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 73161605 | | | |

Commodity Line Comments: See Attached Exhibit A.
Category discounts will remain constant throughout the term of the contract, but line item pricing may be adjusted

Extended Description:

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:
VENDOR MUST COMPLETE THE ATTACHED PRICING PAGE, EXHIBIT A. IF BIDDING ELECTRONICALLY, VENDOR IS TO PUT \$0.00 ON THE COMMODITY LINE IN WVOASIS, COMPLETE THE EXCEL PRICING PAGE, AND UPLOAD INTO WVOASIS AS AN ATTACHMENT. ONLY PRICING SUBMITTED VIA EXHIBIT A PRICING PAGE WILL BE EVALUATED FOR AWARD.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: Advance Stores Company Incorporated Address: 2635 E Millbrook Rd.
Raleigh, NC 27604

Name of Authorized Agent: Todd Sanders Address: 2635 E Millbrook Rd., Raleigh, NC 27604

Contract Number: CRFQ-0212-SWC2100000016-2 Contract Description: Motor Vehicle Auto Parts

Governmental agency awarding contract: State of WV

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: 
Todd Sanders {Jun 9, 2021 17:07 EDT}

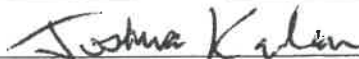
Date Signed: June 9, 2021

Notary Verification

State of North Carolina, County of Wake:

I, Todd Sanders, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 9 day of JUNE, 2021

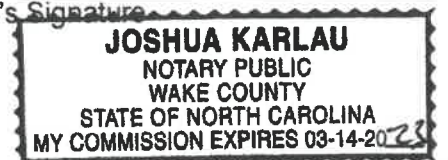

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: Purchasing Division



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.


"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Advance Stores Company Incorporated

Authorized Signature:  Date: June 9, 2021
Todd Sanders (Jun 9, 2021 17:07 EDT)

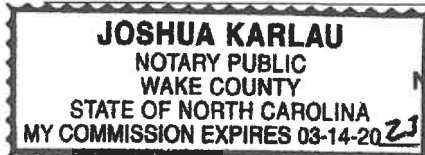
State of North Carolina

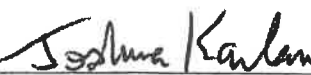
County of Wake, to-wit:

Taken, subscribed, and sworn to before me this 9 day of JUNE, 2021

My Commission expires 3-14-23, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC 


Josh Karlau (Jun 9, 2021 18:50 EDT)



STATE OF WEST VIRGINIA
State Tax Department, Taxpayer Services Division
P.O. Box 885
Charleston, WV 25323-0885



Matthew R. Irby, Acting Tax Commissioner

ADVANCE STORES COMPANY INCORPORATED
PO BOX 2710
ROANOKE VA 24001-2710

Letter Id: L2121820704
Issued: 06/09/2021

West Virginia State Tax Department

Statement of Good Standing

EFFECTIVE DATE: June 9, 2021

A review of tax accounts indicates that ADVANCE STORES COMPANY INCORPORATED is in good standing as of the effective date of this document. Please note, this Statement of Good Standing expires on **September 7, 2021**.

The issuance of this Statement of Good Standing shall not bar any audits, investigations, assessments, refund or credits with respect to the taxpayer named above and is based only on a review of the tax returns and not on a physical audit of records.

Sincerely,

Nicole Grant, Tax Unit Supervisor
Taxpayer Services Division

EXHIBIT B -- ADVANCE AUTO PARTS AUTHORIZED LOCATIONS

CRFQ 0212-SWC210000016-2

LIST OF AUTHORIZED LOCATIONS

| CO. | STORE NAME | REGULAR | COMM DELIV | ADDRESS | CITY | ST | Zip |
|---------------------|---|------------------|--------------|----------------------------------|------------------|----|-------|
| | | PHONE# | PHONE# | | | | |
| CARQUEST AUTO PARTS | Store 4061 - CQ 13th Street | +1 (304) 4225456 | | 1505 13th St | Parkersburg | WV | 26101 |
| CARQUEST AUTO PARTS | Store 4727 - CQ 47th Street | +1 (304) 9070904 | | 30 47th St | Wheeling | WV | 26003 |
| ADVANCE AUTO PARTS | Store 5389 - Dunbar | +1 (304) 7661560 | | 990 Dunbar Village Plaza | Dunbar | WV | 25064 |
| ADVANCE AUTO PARTS | Store 5593 - Shinnston | +1 (304) 5922095 | 304-592-2758 | 210 S Pike St | Shinnston | WV | 26431 |
| ADVANCE AUTO PARTS | Store 5696 - Ripley | +1 (304) 3725837 | 304-372-8367 | 434 S Church St | Ripley | WV | 25271 |
| ADVANCE AUTO PARTS | Store 5709 - Logan | +1 (304) 7528290 | 304-752-5109 | 85 Norman Morgan Blvd | Logan | WV | 25601 |
| ADVANCE AUTO PARTS | Store 5882 - Westover | +1 (304) 2968914 | 304-296-9610 | 1000 Fairmont Rd | Westover | WV | 26501 |
| ADVANCE AUTO PARTS | Store 6099 - Route 250 | +1 (304) 3633476 | | 2784 White Hall Blvd | White Hall | WV | 26554 |
| ADVANCE AUTO PARTS | Store 6155 - Spencer | +1 (304) 9272891 | 304-927-4169 | 45 Williams Dr | Spencer | WV | 25276 |
| ADVANCE AUTO PARTS | Store 6527 - Edwin Miller Blvd | +1 (304) 2630125 | 304-263-2697 | 1392 Edwin Miller Blvd | Martinsburg | WV | 25404 |
| ADVANCE AUTO PARTS | Store 7010 - Hinton | +1 (304) 4661426 | | 202 Main St | Hinton | WV | 25951 |
| ADVANCE AUTO PARTS | Store 7020 - Bluefield | +1 (304) 3276940 | 304-323-2110 | 3160 E Cumberland Rd | Bluefield | WV | 24701 |
| ADVANCE AUTO PARTS | Store 7030 - Sophia | +1 (304) 6833160 | 304-683-2192 | Rt 16 - Food Lion Plaza | Sophia | WV | 25921 |
| ADVANCE AUTO PARTS | Store 7040 - Beckley WV | +1 (304) 2534871 | | 4006 Robert C Byrd Drive | Beckley | WV | 25801 |
| ADVANCE AUTO PARTS | Store 7050 - Princeton | +1 (304) 4871163 | 304-487-0298 | 1116 Stafford Dr | Princeton | WV | 24740 |
| ADVANCE AUTO PARTS | Store 7060 - St Albans | +1 (304) 5255059 | 304-727-5322 | 620 3rd Ave | Saint Albans | WV | 25177 |
| ADVANCE AUTO PARTS | Store 7069 - Spring Mills | +1 (304) 2718722 | 304-274-2287 | 5617 Hammonds Mill Rd | Martinsburg | WV | 25404 |
| ADVANCE AUTO PARTS | Store 7070 - South Charleston | +1 (304) 7445060 | 304-746-7978 | 315 Maccorkle Ave Sw | South Charleston | WV | 25303 |
| ADVANCE AUTO PARTS | Store 7080 - Kanawha City | +1 (304) 9257749 | 304-926-8952 | 6418 Maccorkle Ave Se | Charleston | WV | 25304 |
| ADVANCE AUTO PARTS | Store 7090 - Barboursville | +1 (304) 7330981 | 304-736-3764 | 5720 US Rt 60 | Huntington | WV | 25705 |
| ADVANCE AUTO PARTS | Store 7100 - East Huntington | +1 (304) 5293402 | 304-529-3438 | 430 29th St | Huntington | WV | 25702 |
| ADVANCE AUTO PARTS | Store 7101 - Gerardstown Rd | +1 (304) 8211133 | 304-229-8052 | 4995 Gerrardstown Rd | Inwood | WV | 25428 |
| ADVANCE AUTO PARTS | Store 7110 - S Parkersburg | +1 (304) 4225788 | 304-424-7018 | 910 Division St | Parkersburg | WV | 26101 |
| ADVANCE AUTO PARTS | Store 7120 - Kenova | +1 (304) 4533064 | 304-453-2081 | 709 Oak St | Kenova | WV | 25530 |
| ADVANCE AUTO PARTS | Store 7130 - E. Parkersburg | +1 (304) 4228422 | 304-422-8444 | 2010 7th St | Parkersburg | WV | 26101 |
| ADVANCE AUTO PARTS | Store 7136 - Morgan Square | +1 (304) 2580566 | 304-258-8414 | 43 Morgan Square | Berkeley Springs | WV | 25411 |
| ADVANCE AUTO PARTS | Store 7140 - Fairlea | +1 (304) 6455088 | 304-647-3910 | 469 Greenbrier Valley Mall Drive | Lewisburg | WV | 24801 |
| ADVANCE AUTO PARTS | Store 7150 - New Martinsville | +1 (304) 4553656 | | 425 N State Route 2 | New Martinsville | WV | 26155 |
| ADVANCE AUTO PARTS | Store 7170 - West Charleston | +1 (304) 3450781 | 304-341-0464 | 723 Virginia St W | Charleston | WV | 25302 |
| ADVANCE AUTO PARTS | Store 7180 - Bridgeport | +1 (304) 8421901 | 304-842-3487 | 1025 W Main St | Bridgeport | WV | 26330 |
| ADVANCE AUTO PARTS | Store 7190 - W Huntington | +1 (304) 6970801 | 304-697-1464 | 455 Washington Ave | Huntington | WV | 25717 |
| ADVANCE AUTO PARTS | Store 7200 - Elkins | +1 (304) 6368438 | 304-636-2799 | 1772 Beverly Pike | Elkins | WV | 26241 |
| ADVANCE AUTO PARTS | Store 7210 - Morgantown | +1 (304) 2912095 | 304-292-2923 | 1460 Earl L. Core Rd | Morgantown | WV | 26505 |
| ADVANCE AUTO PARTS | Store 7220 - Hurricane | +1 (304) 7571123 | 304-757-4124 | 50 Liberty Square | Hurricane | WV | 25526 |
| ADVANCE AUTO PARTS | Store 7240 - National Road | +1 (304) 2330445 | 304-233-1475 | 1000 National Rd | Wheeling | WV | 26003 |
| ADVANCE AUTO PARTS | Store 7244 - Virginia Ave | +1 (304) 4363511 | 304-436-6390 | 1021 Virginia Ave | Welch | WV | 24801 |
| ADVANCE AUTO PARTS | Store 7250 - Crosslanes | +1 (304) 7760771 | 304-776-9525 | 5466 Big Tyler Rd | Cross Lanes | WV | 25313 |
| ADVANCE AUTO PARTS | Store 7260 - Monongahela Blvd | +1 (304) 2842050 | 304-296-5963 | 830 Monongahela Blvd | Morgantown | WV | 26505 |
| ADVANCE AUTO PARTS | Store 7270 - Elm Grove | +1 (304) 2430545 | 304-907-4362 | 2150 National Rd | Wheeling | WV | 26003 |
| ADVANCE AUTO PARTS | Store 7280 - Danville | +1 (304) 3695390 | 304-369-0383 | 318 Smoot Ave | Danville | WV | 25053 |
| ADVANCE AUTO PARTS | Store 7290 - Elkview | +1 (304) 9652563 | 304-965-6980 | 111 Crossings Shopping Center | Elkview | WV | 25071 |
| ADVANCE AUTO PARTS | Store 7300 - Martinsburg | +1 (304) 2623036 | 304-262-4002 | 14849 Apple Harvest Dr | Martinsburg | WV | 25401 |
| ADVANCE AUTO PARTS | Store 7310 - Weston | +1 (304) 2691191 | 304-269-2856 | 100 Marketplace Mall | Weston | WV | 26452 |
| ADVANCE AUTO PARTS | Store 7320 - Cedar Grove | +1 (304) 5956457 | | 702 US Route 60 | Cedar Grove | WV | 25039 |
| ADVANCE AUTO PARTS | Store 7330 - Milton | +1 (304) 7431311 | 304-743-1839 | 233 E Main St | Milton | WV | 25541 |
| ADVANCE AUTO PARTS | Store 7340 - Weirton | +1 (304) 7230040 | 304-723-6920 | 113 three Springs Dr | Weirton | WV | 26062 |
| ADVANCE AUTO PARTS | Store 7350 - Oak Hill | +1 (304) 4657255 | 304-469-8768 | 1650 E Main St | Oak Hill | WV | 25901 |
| ADVANCE AUTO PARTS | Store 7360 - Bluewell | +1 (304) 5896312 | 304-589-6322 | 3890 Coal Heritage Rd | Bluefield | WV | 24701 |
| ADVANCE AUTO PARTS | Store 7370 - Ravenswood | +1 (304) 2730415 | 304-273-2315 | 330 Washington St | Ravenswood | WV | 26164 |
| ADVANCE AUTO PARTS | Store 7380 - Point Pleasant | +1 (304) 6751000 | 304-675-2893 | 814 Viand Rd | Point Pleasant | WV | 25550 |
| ADVANCE AUTO PARTS | Store 7390 - Summersville | +1 (304) 8722161 | 304-872-9447 | 803 Nside Dr | Summersville | WV | 26651 |
| ADVANCE AUTO PARTS | Store 7400 - Grafton | +1 (304) 2652030 | 304-265-4167 | 245 Greenes Plaza | Grafton | WV | 26354 |
| ADVANCE AUTO PARTS | Store 7410 - Beaver | +1 (304) 2553666 | 304-255-2503 | 209 S Beaver Ln | Beaver | WV | 25813 |
| ADVANCE AUTO PARTS | Store 7420 - Moorefield | +1 (304) 5386277 | 304-538-8119 | 551 S Main St | Moorefield | WV | 26836 |
| ADVANCE AUTO PARTS | Store 7430 - Wellsburg | +1 (304) 7370303 | | 1209 Commerce St | Wellsburg | WV | 26070 |
| ADVANCE AUTO PARTS | Store 7440 - Nutter Fort | +1 (304) 6226171 | 304-622-4526 | 417 Buckhannon Pike | Nutter Fort | WV | 26301 |
| ADVANCE AUTO PARTS | Store 7450 - Rainelle | +1 (304) 4385840 | 304-438-5207 | 511 Kanawha Ave | Rainelle | WV | 25962 |
| ADVANCE AUTO PARTS | Store 7460 - Lavalette | +1 (304) 5237008 | 304-523-5280 | 4550 State Route 152 | Lavalette | WV | 25535 |
| ADVANCE AUTO PARTS | Store 7470 - Chapmanville | +1 (304) 8552090 | 304-855-5418 | 3618 N Main St | Chapmanville | WV | 25508 |
| ADVANCE AUTO PARTS | Store 7480 - Man | +1 (304) 5838341 | | 52 Huffreek Hwy | Man | WV | 25635 |
| ADVANCE AUTO PARTS | Store 7490 - Philippi | +1 (304) 4572040 | 304-457-3814 | 46 Daycon Dr | Philippi | WV | 26416 |
| ADVANCE AUTO PARTS | Store 7500 - Kingwood | +1 (304) 3293148 | 304-329-3255 | 318 E Main St | Kingwood | WV | 26537 |
| ADVANCE AUTO PARTS | Store 7520 - Keyser | +1 (304) 7880011 | 304-788-3564 | Rt 3 Box 3134 | Keyser | WV | 26726 |
| ADVANCE AUTO PARTS | Store 7530 - Romney | +1 (304) 8228613 | 304-822-8646 | 111 W Main St | Romney | WV | 26757 |
| ADVANCE AUTO PARTS | Store 7550 - Oceana | +1 (304) 6827110 | 304-682-0570 | 1499 Route 10 Cook Pkwy | Oceana | WV | 24870 |
| ADVANCE AUTO PARTS | Store 7559 - Food Land Plaza | +1 (304) 4622771 | 304-462-2772 | 3 Foodland Plaza | Glenville | WV | 26351 |
| ADVANCE AUTO PARTS | Store 7560 - Morgantown | +1 (304) 3662615 | 304-368-1065 | 917 Morgantown Ave | Fairmont | WV | 26554 |
| ADVANCE AUTO PARTS | Store 7697 - Hwy 34 | +1 (304) 5866349 | 304-586-6334 | 12616 Winfield Road | Winfield | WV | 25213 |
| ADVANCE AUTO PARTS | Store 7738 - Rt 833 & Mallard In | +1 (304) 7736026 | 304-773-6037 | 29 Mallard Lane | Mason | WV | 25260 |
| ADVANCE AUTO PARTS | Store 7767 - Washington St & Euclid Ave | +1 (304) 9305292 | 304-930-5303 | 890 E Washington St | Charles Town | WV | 25414 |
| ADVANCE AUTO PARTS | Store 7768 - Route 14 & Davis St | +1 (304) 4403487 | 304-440-3488 | 44 Maze Plaza | Elizabeth | WV | 26143 |

| | | | | | | | |
|------------------------------------|-----------------------------------|------------------|----------------|------------------------|-------------|----|-------|
| ADVANCE AUTO PARTS | Store 7865 - Grade School St | +1 (304) 6435511 | | 26 Elementary Drive | Harrisville | WV | 26362 |
| ADVANCE AUTO PARTS | Store 7945 - South Kanawha Street | +1 (304) 4722199 | | 181 S Kanawha St | Buckhannon | WV | 26201 |
| ADVANCE AUTO PARTS | Store 7952 - MacCorkle Ave SE | +1 (304) 9256946 | | 4014 Maccorkle Ave SE | Charleston | WV | 25304 |
| ADVANCE AUTO PARTS | Store 8001 - Moundsville 01 | +1 (304) 8454140 | 304-845-2459 | 1001 Lafayette Ave | Moundsville | WV | 26041 |
| ADVANCE AUTO PARTS | Store 8126 - Pocatalico, WV | +1 (304) 9840927 | 304-984-1783 | 6292 Sissonville Dr | Charleston | WV | 25312 |
| ADVANCE AUTO PARTS | Store 8194 - Saint Marys | +1 (304) 6841203 | 304-684-1208 | 1106 2nd St | Saint Marys | WV | 26170 |
| ADVANCE AUTO PARTS | Store 8613 - Harper Road | +1 (304) 2524804 | 304-252-4873 | 1743 Harper Rd | Beckley | WV | 25801 |
| ADVANCE AUTO PARTS | Store 8893 - Lynn Ave | +1 (304) 8248800 | 304-824-8803 | 7307 Lynn Ave | Hamilin | WV | 25523 |
| ADVANCE AUTO PARTS | Store 8915 - US Hwy 250 | +1 (304) 9863629 | 304-986-3668 | 3 Rainbow Plaza | Mannington | WV | 26682 |
| Independently Owned Carquest Store | Littlejohn's Wellington CO | | (304) 235-3501 | 210 Prichard Street | Williamson | WV | 25661 |
| Independently Owned Carquest Store | The Parts Store | | (304) 202-0227 | 289 Pinnacle Avenue | Pineville | WV | 24874 |
| Independently Owned Carquest Store | Hedgesville Auto Parts | | (304) 754-7941 | 300 WEST MAIN ST | HEDGESVILLE | WV | 25427 |
| Independently Owned Carquest Store | Simmons' Parts & Service | | (304) 257-4942 | 145 South Grove Street | Petersburg | WV | 26847 |
| Independently Owned Carquest Store | CARQUEST of Martinsburg | | (304) 267-2979 | 1354 Edwin Miller Blvd | MARTINSBURG | WV | 25404 |

June 7, 2021

To Whom It May Concern:

Subject: Reference Letter – Advance Auto Parts

It is my pleasure to provide a reference for Advance Auto Parts. The City of Dunbar has several departments that depend on fleet vehicles. We have always been able to rely on Advance Auto Parts for supplies for our fleet vehicles. I greatly recommend them, as they have always provided reliable services and prompt delivery of quality products.

Sincerely,



Scott E. Elliott
Mayor of Dunbar



**West Virginia State Police
Troop 4/5 Automotive Garage
South Charleston, West Virginia 25309**

**Colonel Jan Cahill
Superintendent**

To Whom it may concern:

The Troop 4/5 Automotive Garage of the West Virginia State Police has done business with Advance Auto Parts for several years. During this time, we have not had any issues with this vendor. They have delivered parts on time and at the quoted price.

Respectfully,

A handwritten signature in black ink, appearing to read "J. P. Murphy, Jr." with a stylized flourish at the end.

**1/Lt/ J. P. Murphy, Jr.
Troop 4 Logistics Officer**

Integrity Fairness Respect Honesty Courage Compassion

www.wvsp.gov



3300 Pennsylvania Avenue, Charleston, West Virginia 25302 • (304) 348-6120 • Fax: (304) 348-6112

Alan Cummings, Executive Director of Purchasing

June 4, 2021

Subject: Reference Letter – Advance Auto Parts

To Whom It May Concern:

Kanawha County Schools uses Advance Auto Parts, among other suppliers, in maintaining its fleet of over 300 vehicles. Their knowledgeable staff, customer service abilities and competitive pricing are outstanding.

I am happy to recommend Advance Auto on behalf of the District.

Best Regards,

A handwritten signature in black ink, appearing to read "Alan Cummings", with a large, sweeping flourish at the end.

Alan Cummings, MBA, CPPB
Executive Director of Purchasing and Supply Management
Kanawha County Schools
3300 Pennsylvania Ave.
Charleston, WV 25302

Phone: 304-348-6120

Email: acummings@mail.kana.k12.wv.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06-03-2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Marsh USA Inc. Three James Center 1051 East Cary Street, Suite 900 Richmond, VA 23219 Attn: AdvanceStores.CertRequest@marsh.com CN103091922-GAWC-21-22 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | | |
|--|---|--|-------------------------------|--------|--|-------|---------------------------------|--|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : See Additional Page</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : ACE American Insurance Company | 22667 | INSURER B : See Additional Page | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : ACE American Insurance Company | 22667 | | | | | | | | | | | | | | |
| INSURER B : See Additional Page | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Advance Stores Company, Incorporated and Advance Auto Parts, Inc. 2635 E. Millbrook Road Raleigh, NC 27604 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** CLE-006736790-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--------------------|---------------------|-------------------------|-------------------------|---|---------------|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X Self-Insured Retention 500,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | XSLG72484344 | 06-01-2021 | 06-01-2022 | EACH OCCURRENCE | \$ 1,500,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,500,000 |
| | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,500,000 |
| | | | | | | GENERAL AGGREGATE | \$ 10,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 3,500,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY X ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | ISAH25547536 | 06-01-2021 | 06-01-2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 5,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | SEE ADDITIONAL PAGE | 06-01-2021 | 06-01-2022 | X PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of West Virginia Is/are included as additional insured where required by written contract with respect to General Liability and Automobile Liability.

| | |
|---|--|
| CERTIFICATE HOLDER Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Diana Holsinger |
|---|--|

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|---------------------------------|------------------|---|--|
| AGENCY Marsh USA Inc. | | NAMED INSURED Advance Stores Company, Incorporated and Advance Auto Parts, Inc. 2635 E. Millbrook Road Raleigh, NC 27604 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Policies:

Policy Number: WLRC67822857 (AOS)
 Carrier: Indemnity Insurance Company of North America (NAIC 43575)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022

Policy Number: SCFC67822894 (WI)
 Carrier: ACE Fire Underwriters Ins. Co. (NAIC 20702)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022

Policy Number: WLRC6782281A (AZ, MA)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022

Policy Number: WCUC67822778 (CA, FL, GA, NC, PA, VA)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022
 SIR: \$750,000

Policy Number: WCUC67822936 (OH)
 Carrier: ACE American Insurance Company (NAIC 22667)
 Effective Date: 06/01/2021
 Expiration Date: 06/01/2022
 SIR: \$500,000

Exhibit A Category
Discounts

CRFQ SWC2100000016

***NOTE: Discount Percentages will populate in Sub Total A, B, & C Field Tabs when entered on this page.**

Vendor Company Name: Advance Stores Company Incorporated

| Category | Category Description | Discount Percentage* |
|----------|---|----------------------|
| 1 | Air Conditioning | 44% |
| 2 | Alternators and Starters | 44% |
| 3 | Batteries | 44% |
| 4 | Bearings, Ball and Roller | 44% |
| 5 | Belts and Hoses | 44% |
| 6 | Brakes | 44% |
| 7 | Electrical and Ignition | 44% |
| 8 | Emissions & Exhaust | 44% |
| 9 | Engine & Drive Train | 44% |
| 10 | Filters: Oil, Gas, Air, and Transmission | 44% |
| 11 | Gaskets And Seals | 44% |
| 12 | Heating and Cooling (Engine) | 44% |
| 13 | Lamps/Lighting/Mirrors | 44% |
| 14 | Oils and Lubricants (Regular and Synthetic) | 44% |
| 15 | Pumps: Fuel and Water | 44% |
| 16 | Suspension, Shocks, Struts, Steering | 44% |
| 17 | Wipers / Washers | 44% |

| Vendor Information | |
|--------------------|------------------------------|
| Vendor Contact | Laura Payne |
| Phone | 919-573-3004 |
| Fax | 919-301-4079 |
| Email | laura.payne@advance-auto.com |

| Vehicle Model Year/Make: 2019 Ford Explorer 4WD 3.5L V6 Auto (K8B) | | | | | | | | | |
|--|---|--|--------------------|-------------|------------|---------------------|------------------|--------------------|-------------------|
| Category | Category Description | Part Description | Brand | Part Number | Unit Price | Discount Percentage | Discounted Price | Estimated Quantity | Total |
| 1 | Air Conditioning | AC Compressor | WORLDPAC | 11833323 | \$ - | 44% | \$ - | 5 | \$0.00 |
| 2 | Alternators and Starters | Alternator | QUEST OR TOUGHONE | 11245046 | \$ 247.47 | 44% | \$ 138.58 | 10 | \$1,385.83 |
| 3 | Batteries | Battery | DIEHARD GOLD | 2040468 | \$ 116.57 | 44% | \$ 65.28 | 5 | \$326.40 |
| 4 | Bearings, Ball and Roller | Front Wheel Bearing Assy (Driver Side) | QUEST HUB ASSEMBLY | 12091163 | \$ 128.47 | 44% | \$ 71.94 | 5 | \$359.72 |
| 5 | Belts and Hoses | Serpentine Belt | CARQUEST BY DAYCO | 3290105 | \$ 14.73 | 44% | \$ 8.25 | 10 | \$82.49 |
| 6 | Brakes | Front Brake Pads | Weavever | 10075368 | \$ 33.79 | 44% | \$ 18.92 | 25 | \$473.06 |
| 7 | Electrical and Ignition | Spark Plug | Motorcraft | 12016619 | \$ 7.19 | 44% | \$ 4.03 | 30 | \$120.79 |
| 8 | Emissions & Exhaust | Muffler | | | | 44% | \$ - | 5 | \$0.00 |
| 9 | Engine & Drive Train | Rear Driver's Side CV Axle | | | | 44% | \$ - | 5 | \$0.00 |
| 10 | Filters: Oil, Gas, Air, and Transmission | Oil Filter | CARQUEST PREMIUM | 10558118 | \$ 3.14 | 44% | \$ 1.76 | 50 | \$87.92 |
| 11 | Gaskets And Seals | Oil Drain Plug Gasket | Felpro | 19780033 | \$ 2.14 | 44% | \$ 1.20 | 5 | \$5.99 |
| 12 | Heating and Cooling (Engine) | Thermostat | CARQUEST OR STANT | 5650004 | \$ 6.87 | 44% | \$ 3.85 | 10 | \$38.47 |
| 13 | Lamps/Lighting/Mirrors | Brake light Bulb | | | | 44% | \$ - | 25 | \$0.00 |
| 14 | Oils and Lubricants (Regular and Synthetic) | Brake Fluid | Weavever | 7060378 | \$ 3.67 | 44% | \$ 2.06 | 100 | \$205.52 |
| 15 | Pumps: Fuel and Water | Water Pump | QUEST OR TOUGHONE | 11640457 | \$ 114.74 | 44% | \$ 64.25 | 5 | \$321.27 |
| 16 | Suspension, Shocks, Struts, Steering | Right Rear Shock | Monroe | 10424139 | \$ 65.44 | 44% | \$ 36.65 | 6 | \$219.88 |
| 17 | Wipers / Washers | Wiper Blade (Driver Side) | XTRACLEAR | 11322440 | \$ 12.72 | 44% | \$ 7.12 | 50 | \$356.16 |
| | | | | | | | | Sub Total A | \$3,983.50 |

Vendor:

| Vehicle Model Year/Make: 2019 Ford F250 4WD 6.2L V8 Auto (F2B) | | | | | | | | | |
|--|---|-------------------------------------|----------------------|-------------|------------|---------------------|------------------|--------------------|------------|
| Category | Category Description | Part Description | Brand | Part Number | Unit Price | Discount Percentage | Discounted Price | Estimated Quantity | Total |
| 1 | Air Conditioning | AC Compressor | | | \$ - | 44% | \$ - | 5 | \$0.00 |
| 2 | Alternators and Starters | Alternator | CARQUEST OR TOUGHONE | 12087855 | \$ 229.99 | 44% | \$ 128.79 | 10 | \$1,287.94 |
| 3 | Batteries | Battery | DIEHARD GOLD | 2040468 | \$ 116.57 | 44% | \$ 65.28 | 5 | \$326.40 |
| 4 | Bearings, Ball and Roller | Rear-Axle Shaft Bearing Assy 10.50" | WORLDPAC | 11192594 | \$ - | 44% | \$ - | 5 | \$0.00 |
| 5 | Belts and Hoses | Serpentine Belt | Gates | 10497130 | \$ 22.77 | 44% | \$ 12.75 | 10 | \$127.51 |
| 6 | Brakes | Front Brake Pads | Wearever | 10593059 | \$ 35.09 | 44% | \$ 19.65 | 25 | \$491.26 |
| 7 | Electrical and Ignition | Spark Plug | Motorcraft | 10569850 | \$ 4.67 | 44% | \$ 2.62 | 30 | \$78.46 |
| 8 | Emissions & Exhaust | Muffler | | | | 44% | \$ - | 5 | \$0.00 |
| 9 | Engine & Drive Train | U-Joint | OG DRIVELINE PRODUCT | 10086907 | \$ 15.59 | 44% | \$ 8.73 | 5 | \$43.65 |
| 10 | Filters: Oil, Gas, Air, and Transmission | Oil Filter | CARQUEST PREMIUM | 10693169 | \$ 3.14 | 44% | \$ 1.76 | 50 | \$87.92 |
| 11 | Gaskets And Seals | Oil Drain Plug Gasket | Felpro | 19780033 | \$ 2.14 | 44% | \$ 1.20 | 5 | \$5.99 |
| 12 | Heating and Cooling (Engine) | Thermostat | CARQUEST OR STANT | 5650002 | \$ 9.45 | 44% | \$ 5.29 | 10 | \$52.92 |
| 13 | Lamps/Lighting/Mirrors | Brake light Bulb | Carquest | 5081696 | \$ 0.66 | 44% | \$ 0.37 | 25 | \$9.24 |
| 14 | Oils and Lubricants (Regular and Synthetic) | Brake Fluid | Wearever | 7060378 | \$ 3.67 | 44% | \$ 2.06 | 100 | \$205.52 |
| 15 | Pumps: Fuel and Water | Water Pump | CARQUEST OR TOUGHONE | 10970260 | \$ 143.64 | 44% | \$ 80.44 | 5 | \$402.19 |
| 16 | Suspension, Shocks, Struts, Steering | Right Rear Shock | Monroe | 12124887 | \$ 50.14 | 44% | \$ 28.08 | 6 | \$168.47 |
| 17 | Wipers / Washers | Wiper Blade (Driver Side) | XTRACLEAR | 11322439 | \$ 12.05 | 44% | \$ 6.75 | 50 | \$337.40 |
| | | | | | | | | Sub Total B | \$3,624.87 |

Vendor:

| Vehicle Model Year/Make: 2019 Chevrolet Malibu FWD 1.5L Turbo 4cyl Auto (1ZC69) | | | | | | | | | |
|---|---|--|-----------------------|-------------|------------|---------------------|------------------|--------------------|-------------------|
| Category | Category Description | Part Description | Brand | Part Number | Unit Price | Discount Percentage | Discounted Price | Estimated Quantity | Total |
| 1 | Air Conditioning | AC Compressor | | | \$ - | 44% | \$ - | 5 | \$0.00 |
| 2 | Alternators and Starters | Alternator | CARQUEST OR TOUGHONE | 11943186 | \$ 300.83 | 44% | \$ 168.46 | 10 | \$1,684.65 |
| 3 | Batteries | Battery | DEHARD PLATINUM AG | 10210829 | \$ 150.74 | 44% | \$ 84.41 | 5 | \$422.07 |
| 4 | Bearings, Ball and Roller | Front Wheel Bearing Assy (Driver Side) | CARQUEST HUB ASSEMBLY | 12059970 | \$ 104.38 | 44% | \$ 58.45 | 5 | \$292.26 |
| 5 | Belts and Hoses | Serpentine Belt | CARQUEST BY DAYCO | 12164870 | \$ 13.19 | 44% | \$ 7.39 | 10 | \$73.86 |
| 6 | Brakes | Front Brake Pads | Wearever | 11670638 | \$ 34.44 | 44% | \$ 19.29 | 25 | \$482.16 |
| 7 | Electrical and Ignition | Spark Plug | AC Delco Reman. | 11741320 | \$ 8.54 | 44% | \$ 4.78 | 30 | \$143.47 |
| 8 | Emissions & Exhaust | Muffler | | | | 44% | \$ - | 5 | \$0.00 |
| 9 | Engine & Drive Train | Left CV Axle | | | | 44% | \$ - | 5 | \$0.00 |
| 10 | Filters: Oil, Gas, Air, and Transmission | Oil Filter | CARQUEST PREMIUM | 11964782 | \$ 2.76 | 44% | \$ 1.55 | 50 | \$77.28 |
| 11 | Gaskets And Seals | Oil Drain Plug Gasket | Felpro | 20680588 | \$ 1.71 | 44% | \$ 0.96 | 5 | \$4.79 |
| 12 | Heating and Cooling (Engine) | Thermostat | Motorad | 11685643 | \$ 82.55 | 44% | \$ 46.23 | 10 | \$462.28 |
| 13 | Lamps/Lighting/Mirrors | Brake light Bulb | Carquest | 16320076 | \$ 1.21 | 44% | \$ 0.68 | 25 | \$16.94 |
| 14 | Oils and Lubricants (Regular and Synthetic) | Brake Fluid | Wearever | 7060378 | \$ 3.67 | 44% | \$ 2.06 | 100 | \$205.52 |
| 15 | Pumps: Fuel and Water | Water Pump | WORLD PAC | 12516302 | \$ - | 44% | \$ - | 5 | \$0.00 |
| 16 | Suspension, Shocks, Struts, Steering | Right Rear Shock | KYB | 12099518 | \$ 62.89 | 44% | \$ 35.22 | 6 | \$211.31 |
| 17 | Wipers / Washers | Wiper Blade (Driver Side) | XTRACLEAR | 11322440 | \$ 12.72 | 44% | \$ 7.12 | 50 | \$356.16 |
| | | | | | | | | Sub Total C | \$4,432.76 |

Exhibit A Total Bid Amount CRFQ SWC2100000016

| | | |
|--|----|-----------|
| Sub Total A | \$ | 3,983.50 |
| Sub Total B | \$ | 3,624.87 |
| Sub Total C | \$ | 4,432.76 |
| Total Bid Amount (Combine Sub Total A,B, and C) | \$ | 12,041.13 |

| |
|--|
| |
|--|

Vendors Must Indicate By Check Mark Which Districts Bidding

****One pricing sheet may be used for multiple districts with the same discount****

Bidding All Districts ___x___

District 1 _____

District 2 _____

District 3 _____

District 4 _____

District 5 _____

District 6 _____

District 7 _____

District 8 _____

District 9 _____

District 10 _____

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 04/21/2021

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 02, 2021 due by 10:00am EDT

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970 Vendors should ~~not~~ use this fax number for bid submission)
Email: Mark.A.Atkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Auto Parts
BUYER: Mark Atkins, File# 42
SOLICITATION NO.: CRFQ 0212 SWC210000016
BID OPENING DATE: 06/10/2021
BID OPENING TIME: 1:30pm EDT
FAX NUMBER: 304-558-3970

Revised 04/21/2021

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

~~**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:~~

~~BID TYPE: (This only applies to CRFP)~~

~~Technical~~

~~Cost~~

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 06/10/2021 at 1:30pm EDT

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

24. E-MAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on Upon Award and the initial contract term extends until One (1) Year.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached _____
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4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$250,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%)

of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the Revised 04/21/2021

WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Laura Payne

(Name, Title)

Laura Payne, Senior Manager, Bids and Contracts

(Printed Name and Title)

2635 E Millbrook Rd, Raleigh, NC 27604

(Address)

919-573-3004 / 919-301-4079

(Phone Number) / (Fax Number)

laura.payne@advance-auto.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Advance Stores Company Inc.

(Company)

Casey Brannigan

Casey Brannigan (Jun 8, 2021 09:29 EDT)

(Authorized Signature) (Representative Name, Title)

Michael Casey Brannigan, SVP Customer Engagement

(Printed Name and Title of Authorized Representative)

June 8, 2021

(Date)

919-573-3004

(Phone Number) (Fax Number)



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Centralized Request for Quote
 Auto Supply

| | | | |
|--|----------------------------|---------------------------------|----------------|
| Proc Folder: 889625 | | Reason for Modification: | |
| Doc Description: STATEWIDE CONTRACT: Motor Vehicle Auto Parts | | | |
| Proc Type: Statewide MA (Open End) | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2021-05-28 | 2021-06-10 13:30 | CRFQ 0212 SWC2100000016 | 1 |

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 000000197107
Vendor Name : Advance Stores Company Inc.
Address : Corp Headquarters
Street : 2635 E Millbrook Rd
City : Raleigh
State : NC **Country :** USA **Zip :** 27604
Principal Contact : Laura Payne
Vendor Contact Phone: 919-573-3004 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Mark A Atkins
 (304) 558-2307
 mark.a.atkins@wv.gov

Vendor Signature X Casey Brannigan **FEIN#** 54-0118110 **DATE** June 8, 2021

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of all State Agencies and Political Subdivisions to establish an Open-End contract for Automotive OEM Parts or Equal. The Contract awarded from this Solicitation shall cover Eligible Items from the Vendor's Catalog, per the attached documents.

The previous contract was previously bid under CRFQ 0212 SWC1700000013 and opened on 4/25/2017 and all bids received may be viewed at: <http://www.state.wv.us/admin/purchase/Bids/FY2017/BO20170425.html>

The current contract was awarded as CMA 0212 MVAPRTS17 and may be viewed on the Purchasing Division's website at: <http://www.state.wv.us/admin/purchase/swc/MVAPRTS.htm>

| INVOICE TO | | SHIP TO | |
|---|----|---|----|
| VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER | | STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER | |
| No City US | WV | No City US | WV |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|---------------------------------------|--------------------------|---------|------------|------------|-------------|
| 1 | Motor Vehicle AUTO PARTS | 0.00000 | EA | | |
| 0 - See Exhibit A Excel Pricing Sheet | | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 73161605 | | | |

Extended Description:

IF VENDOR IS SUBMITTING AN ELECTRONIC BID:
VENDOR MUST COMPLETE THE ATTACHED PRICING PAGE, EXHIBIT A. IF BIDDING ELECTRONICALLY, VENDOR IS TO PUT \$0.00 ON THE COMMODITY LINE IN WVOASIS, COMPLETE THE EXCEL PRICING PAGE, AND UPLOAD INTO WVOASIS AS AN ATTACHMENT. ONLY PRICING SUBMITTED VIA EXHIBIT A PRICING PAGE WILL BE EVALUATED FOR AWARD.

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|--|-------------------|
| 1 | Technical Questions due by 10:00am EDT | 2021-06-02 |

| | Document Phase | Document Description | Page 3 |
|---------------|----------------|---|-----------|
| SWC2100000016 | Final | STATEWIDE CONTRACT: Motor Vehicle Auto Parts | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

