

**MEMORANDUM OF UNDERSTANDING FOR
CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
COOPERATIVE CONTRACT
MOU049**

Contract Title: Auto Parts and Accessories

**Lead Entity and Contract Number: City of Charlotte, NC/US Communities Contract
No. 2017000280**

**State of NE Participating Addendum No. 15020 OC
(Hereinafter referred to as “the Lead Contract”)**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to **Advanced Auto Parts Corporate Headquarters, 5673 Airport Road, PO Box 2710. Roanoke, VA 24001-2710** hereinafter called “Contractor”, from the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the “Owners” for the purpose of the Contractor and the Owners agreeing to the terms and conditions provided in this MOU

The Contractor and the Owners hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The Owners shall participate in the Lead Contract for Auto Parts and Accessories. The Memorandum will be effective upon execution through December 31, 2019. Upon conclusion of the initial term, the Owner has the option of renewing under the same terms and conditions for four (4) additional one (1) year terms, not to exceed the renewals allowed by the Lead Contract.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract, a copy thereof found at: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/advance-auto-parts>

*Using Departments to follow registration instructions posted to set up account.

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. Copy of State of NE Participating Addendum 15020 OC
3. Tax Forms

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The Owners may terminate this MOU for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
 - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the Owner(s) reserve the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The Owner(s) may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the MOU, the Owner(s) shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the Owners. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Owners may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the

impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the Owner is the prevailing party.

N. OWNER INCLUSION

It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission. Notwithstanding the foregoing, the duties and obligations of the City, the County, and the Building Commission pursuant to the MOU shall be treated as divisible and severable duties and obligations, and default by any one of the City, the County, or the Building Commission shall not be attributed to any other of the Owners, but shall remain the sole obligation of the defaulting entity.

O. PAYMENT

Unless stated otherwise, the Owners will initiate payment within thirty (30) calendar days after:

1. All work has been performed and all equipment or other merchandise has been delivered.
2. All such labor and equipment and other materials have met all MOU specifications.
3. All such work has been approved by the Owner.
4. An invoice has been submitted which corresponds with the MOU amount and any subsequent changes approved by the Owners.

P. TAXES AND TAX EXEMPTION CERTIFICATE

The Owners are generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

Q. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

R. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

S. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, [go to www.uscis.gov/everify](http://www.uscis.gov/everify).

T. CITY AUDIT ADVISORY BOARD

All parties doing business with the Owners shall be subject to audit (City of Lincoln - Chapter 4.66 of the Lincoln Municipal Code) and shall make available to a Contract Auditor copies of all financial and performance related records and materials germane to the MOU/purchase order, as allowed by law.

U. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

In any and all claims against the Owners or any of its elected officials, members, officers or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed herein shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

V. WAIVER

Owners' failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the Owners' rights.

W. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. Owners shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

X. AUDIT

This MOU shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and all parties shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

The Contractor and the Owners hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

**COOPERATIVE CONTRACT
Auto Parts and Accessories
City of Charlotte, NC/US Communities Contract No. 2017000280
State of NE Participating Addendum No. 15020 OC
MOU049
City of Lincoln, Lancaster County and
City of Lincoln/Lancaster County Public Building Commission
Advanced Auto Parts**

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

SEE ATTACHED

Secretary Seal

ADVANCE STORES COMPANY, INC.

Name of Corporation

2635 E MILLBROOK RD. RALEIGH, NC 27604

Address

By: 

Duly Authorized Official

SVP PROFESSIONAL SALES

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

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Advanced Auto Parts**

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**COOPERATIVE CONTRACT
Auto Parts and Accessories
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MOU049
City of Lincoln, Lancaster County and
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Advanced Auto Parts**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Deputy Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

**COOPERATIVE CONTRACT
Auto Parts and Accessories
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Advanced Auto Parts**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15020 OC

PAGE 1 of 1	ORDER DATE 09/07/18
BUSINESS UNIT 9000	BUYER JULIE SCHILTZ (AS)
VENDOR NUMBER: 508178	
VENDOR ADDRESS: ADVANCE AUTO PARTS CORP HEADQUARTERS 5673 AIRPORT RD PO BOX 2710 ROANOKE VA 24001-2710	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

AUGUST 31, 2018 THROUGH DECEMBER 31, 2019

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from U.S. Communities, Advance Auto Parts Contract number 2017000280 lead by City of Charlotte, NC

Contract to supply and deliver Auto Parts and Accessories, through a prime vendor program to State of Nebraska agencies and sub-divisions for the period August 31, 2018 through December 31, 2019 with the option to renew for two (2) additional two (2) year periods, per the terms, conditions and specification of the "Request for Proposal".

Payment: 45 days

(For the File - This RFP and Contract are bid and awarded by the City of Charlotte, NC. All backup bids, etc. are retained by the City of Charlotte Procurement Management Division. The U.S. Communities/Advance Auto Parts Master Price Agreement contract period was effective January 1, 2017).

Vendor Contact: Laura Payne
Phone: 919-573-3004
Email: laura.payne@advance-auto.com <mailto:laura.payne@advance-auto.com>

(vc 9/7/18)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	AUTO PARTS AND ACCESSORIES	500,000.0000	\$	1.0000

9.13.18

 BUYER
 9/14/18
 MATERIAL ADMINISTRATOR

15020 OC, Advance Auto Parts: Contract Instructions

AUTO PARTS AND ACCESSORIES

Contract Summary

This is a Statewide Contract in participation with U.S. Communities Cooperative Contract for the purchase of auto parts and related accessories.

Discounted pricing for the following categories:

- Air Conditioning
- Alternators and Starters
- Batteries
- Bearings, Ball and Roller
- Belts and Hoses
- Brakes
- Electrical and Ignition
- Emissions and Exhaust
- Engine and Drivetrain
- Winter Accessories
- Filters: Oil, Gas, Air and Transmission
- Gaskets and Seals
- Heating and Cooling (Engine)
- Lamps, Lighting and Mirrors
- Oils and Lubricants, Regular and Synthetic
- Pumps, Fuel and Water
- Suspension, Shocks, Struts, and Steering
- Wipers / Washers
- Shop Supplies
- Tools & Equipment

Contract Manager/Email

Julie Schiltz, Julie.schiltz@nebraska.gov

Order Instructions

1. **Requesting a Quote:** Please contact your local Advance Auto or Carquest store.
2. **Purchase Orders:** Orders can be placed directly with a local Advance Auto or Carquest store by phone or fax. Find your local store for contact information.
3. **Online Accounts:** Orders may be placed online.
4. **Local Stores:** A list of stores in Nebraska are listed in the attachment below.
5. **Remit to:**

Advance Auto Parts branded stores:

P.O. Box 742063
Atlanta, GA 30374

Company-owned Carquest stores:

PO Box 404875
Atlanta, GA 30384-4876

Non-company owned Carquest stores:

The individual store address

Vendor Contact information

- Laura Payne
Sr. Manager, Bids and Contracts
Phone: 919-573-3004
Email: laura.payne@advance-auto.com

STORE DIRECTORY -- ADVANCE AUTO PARTS

Company Owned Stores

St #	1933
CO.	ASC
STORE NAME	Cornhusker Highway
PHONE NUMBER	402-465-8188
COMM DELIVERY PHONE NUMBER	402-465-9040
MANAGER	Dustin, Tom
ADDRESS	3100 Cornhusker Hwy
CITY	Lincoln
STATE	NE
ZIP	68504
CAM	Randy Decoito
CSM	Patrick March
GM EMAIL	tom.dustin@advance-auto.com
CAM EMAIL	randy.decoito@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	1952
CO.	ASC
STORE NAME	North Diers Avenue
PHONE NUMBER	308/381-7683
COMM DELIVERY PHONE NUMBER	308-395-0757
MANAGER	Rogers,Larry
ADDRESS	1227 N Diers Ave
CITY	Grand Island
STATE	NE
ZIP	68803
CAM	Kevin Nansel
CSM	Patrick March
GM EMAIL	larry.rogers@advance-auto.com
CAM EMAIL	kevin.nansel@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	2167
CO.	ASC
STORE NAME	L Street
PHONE NUMBER	402/731-5284
COMM DELIVERY PHONE NUMBER	402-733-6038
MANAGER	Gonzalez,Flavio
ADDRESS	4885 L St
CITY	Omaha
STATE	NE
ZIP	68117
CAM	Cesar Gomez
CSM	Patrick March
GM EMAIL	flavio.gonzalez@advance-auto.com
CAM EMAIL	cesar.gomez@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	3142
CO.	GPD
STORE NAME	CQ Washington Street
PHONE NUMBER	402/426-4646
COMM DELIVERY PHONE NUMBER	
MANAGER	Maguire, Steve
ADDRESS	1115 Washington St
CITY	Blair
STATE	NE
ZIP	68008
CAM	Robert Smith
CSM	Patrick March
GM EMAIL	1541mgr@stores.carquest.com
CAM EMAIL	rsmith@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	1715
STORE POS	Exploris
CQ STOREKEY	1541

St #	3696
CO.	GPD
STORE NAME	CQ Avenue A
PHONE NUMBER	308/237-2247
COMM DELIVERY PHONE NUMBER	
MANAGER	Spencer, JR
ADDRESS	2119 Ave A
CITY	Kearney
STATE	NE
ZIP	68847
CAM	Kevin Nansel
CSM	Patrick March
GM EMAIL	14707mgr@stores.carquest.com
CAM EMAIL	kevin.nansel@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	1992
STORE POS	Exploris
CQ STOREKEY	14707

St #	3779
CO.	GPD
STORE NAME	CQ Rentworth Drive
PHONE NUMBER	402/420-5005
COMM DELIVERY PHONE NUMBER	
MANAGER	Anderson, Rich
ADDRESS	5001 Rentworth Dr
CITY	Lincoln
STATE	NE
ZIP	68516
CAM	Randy Decoito
CSM	Patrick March
GM EMAIL	7185mgr@stores.carquest.com
CAM EMAIL	randy.decoito@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	1928
STORE POS	Exploris
CQ STOREKEY	7185

St #	4016
CO.	GPD
STORE NAME	CQ Blondo Street
PHONE NUMBER	402/445-8800
COMM DELIVERY PHONE NUMBER	
MANAGER	Jones,Brian
ADDRESS	10801 Blondo Street
CITY	Omaha
STATE	NE
ZIP	68164
CAM	Robert Smith
CSM	Patrick March
GM EMAIL	2372mgr@stores.carquest.com
CAM EMAIL	rsmith@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	1709
STORE POS	Exploris
CQ STOREKEY	2372

St #	5013
CO.	ASC
STORE NAME	West Center Road
PHONE NUMBER	402/391-1322
COMM DELIVERY PHONE NUMBER	402-393-4570
MANAGER	Phillips,Bill
ADDRESS	8448 W Center Rd
CITY	Omaha
STATE	NE
ZIP	68124
CAM	Scott Hiatt
CSM	Patrick March
GM EMAIL	billphillips@advance-auto.com
CAM EMAIL	scott.hiatt@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	5599
CO.	ASC
STORE NAME	South 143 Road
PHONE NUMBER	402/691-0072
COMM DELIVERY PHONE NUMBER	402-691-9994
MANAGER	Drews,Kody
ADDRESS	3420 S 143Rd Plaza
CITY	Omaha
STATE	NE
ZIP	68144
CAM	Robert Smith
CSM	Patrick March
GM EMAIL	kody.drews@advance-auto.com
CAM EMAIL	rsmith@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	5603
CO.	ASC
STORE NAME	South Locust Street
PHONE NUMBER	308/384-3845
COMM DELIVERY PHONE NUMBER	308-384-0139
MANAGER	Torres, Mauro
ADDRESS	1729 S Locust St
CITY	Grand Island
STATE	NE
ZIP	68801
CAM	Kevin Nansel
CSM	Patrick March
GM EMAIL	mauro.torres@advance-auto.com
CAM EMAIL	kevin.nansel@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	5606
CO.	ASC
STORE NAME	Columbus
PHONE NUMBER	402/562-8797
COMM DELIVERY PHONE NUMBER	402-562-7674
MANAGER	Kearney, Bryan
ADDRESS	2269 28th Ave
CITY	Columbus
STATE	NE
ZIP	68601
CAM	Cesar Gomez
CSM	Patrick March
GM EMAIL	bryan.kearney@advance-auto.com
CAM EMAIL	cesar.gomez@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	6073
CO.	ASC
STORE NAME	KEARNEY
PHONE NUMBER	308/338-5533
COMM DELIVERY PHONE NUMBER	308-236-2183
MANAGER	Shields, Stasha
ADDRESS	506 E 25th St
CITY	KEARNEY
STATE	NE
ZIP	68847
CAM	TBD
CSM	TBD
GM EMAIL	stasha.shields@advance-auto.com
CAM EMAIL	
CSM EMAIL	
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	6422
CO.	ASC
STORE NAME	Bellevue
PHONE NUMBER	402/293-9999
COMM DELIVERY PHONE NUMBER	402-293-7953
MANAGER	Sharp, Stuart
ADDRESS	1702 Harlan Dr
CITY	Bellevue
STATE	NE
ZIP	68005
CAM	Scott Hiatt
CSM	Patrick March
GM EMAIL	stuart.sharp@advance-auto.com
CAM EMAIL	scott.hiatt@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	7685
CO.	ASC
STORE NAME	North 48th Street
PHONE NUMBER	402/465-5556
COMM DELIVERY PHONE NUMBER	402-465-5606
MANAGER	Twite, Tommy
ADDRESS	222 N 48th St
CITY	Lincoln
STATE	NE
ZIP	68504
CAM	Randy Decoito
CSM	Patrick March
GM EMAIL	tommy.twite@advance-auto.com
CAM EMAIL	randy.decoito@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	8559
CO.	ASC
STORE NAME	West Maple Rd
PHONE NUMBER	402/289-0124
COMM DELIVERY PHONE NUMBER	402-289-3538
MANAGER	Lewis, Todd
ADDRESS	17140 Evans Plaza
CITY	Omaha
STATE	NE
ZIP	68116
CAM	Robert Smith
CSM	Patrick March
GM EMAIL	todd.lewis@advance-auto.com
CAM EMAIL	rsmith@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	1951
CO.	ASC
STORE NAME	Scottsbluff
PHONE NUMBER	308/632-4142
COMM DELIVERY PHONE NUMBER	308-632-3048
MANAGER	Longoria,Michael
ADDRESS	805 W 27th St
CITY	Scottsbluff
STATE	NE
ZIP	69361
CAM	John Sengar
CSM	Matthew Shafer
GM EMAIL	michael.longoria@advance-auto.com
CAM EMAIL	john.sengar@advance-auto.com
CSM EMAIL	matthew.shafer@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	2155
CO.	ASC
STORE NAME	North Platte
PHONE NUMBER	308/532-2988
COMM DELIVERY PHONE NUMBER	308-534-6353
MANAGER	Strickland Jr,Jimmy
ADDRESS	1220 S Jeffers St
CITY	North Platte
STATE	NE
ZIP	69101
CAM	TBD
CSM	TBD
GM EMAIL	jimmy.stricklandjr@advance-auto.com
CAM EMAIL	
CSM EMAIL	
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	2213
CO.	ASC
STORE NAME	North 90Th Street
PHONE NUMBER	402/571-4458
COMM DELIVERY PHONE NUMBER	402-573-8534
MANAGER	Rawleigh,Mark
ADDRESS	3909 N 90th St
CITY	Omaha
STATE	NE
ZIP	68134
CAM	Robert Smith
CSM	Patrick March
GM EMAIL	mark.rawleigh@advance-auto.com
CAM EMAIL	rsmith@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	3546
CO.	gpd
STORE NAME	CQ South Locust Street
PHONE NUMBER	308/398-2130
COMM DELIVERY PHONE NUMBER	
MANAGER	Lockwood,Bruce
ADDRESS	2824 S Locust St
CITY	Grand Island
STATE	NE
ZIP	68801
CAM	Kevin Nansel
CSM	Patrick March
GM EMAIL	14706mgr@stores.carquest.com
CAM EMAIL	kevin.nansel@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	1991
STORE POS	Exploris
CQ STOREKEY	14706

St #	3778
CO.	GPD
STORE NAME	CQ North 60th Street
PHONE NUMBER	402/467-5361
COMM DELIVERY PHONE NUMBER	
MANAGER	Hartshorn, Kim
ADDRESS	4340 North 60th St
CITY	Lincoln
STATE	NE
ZIP	68507
CAM	Randy Decoito
CSM	Patrick March
GM EMAIL	2726mgr@stores.carquest.com
CAM EMAIL	randy.decoito@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	1955
STORE POS	Exploris
CQ STOREKEY	2726

St #	3781
CO.	GPD
STORE NAME	CQ Capitol Beach Boulevard
PHONE NUMBER	402/475-0010
COMM DELIVERY PHONE NUMBER	
MANAGER	Greenwald, Randy
ADDRESS	140 Capitol Beach Blvd
CITY	Lincoln
STATE	NE
ZIP	68528
CAM	Randy Decoito
CSM	Patrick March
GM EMAIL	7185mgr@stores.carquest.com
CAM EMAIL	randy.decoito@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	1963
STORE POS	Exploris
CQ STOREKEY	2727

St #	4018
CO.	GPD
STORE NAME	CQ I Street
PHONE NUMBER	402/339-6070
COMM DELIVERY PHONE NUMBER	
MANAGER	Gross,Andrew
ADDRESS	11202 I St Suite 112
CITY	Omaha
STATE	NE
ZIP	68137
CAM	Robert Smith
CSM	Patrick March
GM EMAIL	8309mgr@stores.carquest.com
CAM EMAIL	rsmith@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	8001
STORE POS	Exploris
CQ STOREKEY	8309

St #	5136
CO.	ASC
STORE NAME	Norfolk
PHONE NUMBER	402/371-1844
COMM DELIVERY PHONE NUMBER	402-379-4658
MANAGER	Brandt,Richard
ADDRESS	2105 Krenzien Dr
CITY	Norfolk
STATE	NE
ZIP	68701
CAM	Cesar Gomez
CSM	Patrick March
GM EMAIL	richard.brandt@advance-auto.com
CAM EMAIL	cesar.gomez@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	5602
CO.	ASC
STORE NAME	North Saddle Creek Road
PHONE NUMBER	402/551-2434
COMM DELIVERY PHONE NUMBER	402-558-0021
MANAGER	Guthrie,Derek
ADDRESS	850 N Saddle Creek Rd
CITY	Omaha
STATE	NE
ZIP	68132
CAM	Scott Hiatt
CSM	Patrick March
GM EMAIL	derekguthrie@advance-auto.com
CAM EMAIL	scott.hiatt@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	5605
CO.	ASC
STORE NAME	Lexington
PHONE NUMBER	308/324-0050
COMM DELIVERY PHONE NUMBER	308-324-2212
MANAGER	Boomhower,Josh
ADDRESS	910 Plum Creek
CITY	Lexington
STATE	NE
ZIP	68850
CAM	Kevin Nansel
CSM	Patrick March
GM EMAIL	josh.boomhower@advance-auto.com
CAM EMAIL	kevin.nansel@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	5754
CO.	ASC
STORE NAME	South Sioux City
PHONE NUMBER	402/494-2294
COMM DELIVERY PHONE NUMBER	402-494-1096
MANAGER	Kirby,Sara
ADDRESS	1700 Dakota Ave Ne
CITY	South Sioux City
STATE	NE
ZIP	68776
CAM	TBD
CSM	TBD
GM EMAIL	sara.kirby@advance-auto.com
CAM EMAIL	
CSM EMAIL	
GLID	
STORE POS	
CQ STOREKEY	

St #	6137
CO.	ASC
STORE NAME	24th Street
PHONE NUMBER	402/345-1422
COMM DELIVERY PHONE NUMBER	402-345-0142
MANAGER	Partida,Val
ADDRESS	3025 S 24th St
CITY	Omaha
STATE	NE
ZIP	68108
CAM	Cesar Gomez
CSM	Patrick March
GM EMAIL	val.partida@advance-auto.com
CAM EMAIL	cesar.gomez@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	7189
CO.	ASC
STORE NAME	N Lincoln Ave
PHONE NUMBER	402/727-0440
COMM DELIVERY PHONE NUMBER	402-727-0606
MANAGER	Geaghan,Joe
ADDRESS	1624 E 23rd St
CITY	Fremont
STATE	NE
ZIP	68025
CAM	Cesar Gomez
CSM	Patrick March
GM EMAIL	joe.geaghan@advance-auto.com
CAM EMAIL	cesar.gomez@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	8447
CO.	ASC
STORE NAME	South Street
PHONE NUMBER	402/742-0334
COMM DELIVERY PHONE NUMBER	402-742-5343
MANAGER	Macgowan,Daniel
ADDRESS	2101 S 10th St
CITY	Lincoln
STATE	NE
ZIP	68502
CAM	Randy Decoito
CSM	Patrick March
GM EMAIL	dan.macgowan@advance-auto.com
CAM EMAIL	randy.decoito@advance-auto.com
CSM EMAIL	patrick.march@advance-auto.com
GLID	
STORE POS	APEX
CQ STOREKEY	

St #	8969
CO.	ASC
STORE NAME	Cheney Ridge Plaza
PHONE NUMBER	402/420-9860
COMM DELIVERY PHONE NUMBER	402-420-5588
MANAGER	Scott,Leslie
ADDRESS	3800 Old Cheney Rd Ste A2
CITY	Lincoln
STATE	NE
ZIP	68516
CAM	TBD
CSM	TBD
GM EMAIL	leslie.scott@advance-auto.com
CAM EMAIL	
CSM EMAIL	
GLID	
STORE POS	APEX
CQ STOREKEY	

Independently Owned Carquest Stores

Store Key	Store Name	Ship Address	City	St	Zip	Phone Nbr	Sales Contact
5157	SIDLES CARQUEST MCA INC	219 GRANT ST	HOLDREGE	NE	68949	(308) 995-4454	David Word
5828	4 CARS LLC	437 N ELM ST	RED CLOUD	NE	68970	(402) 746-2883	David Word
14766	ALMA AUTO PARTS	818 HIGHWAY 183	ALMA	NE	68920	(308) 928-9919	David Word
5947	LANDMARK IMPLEMENT CARQUEST	1190 33 ROAD	MINDEN	NE	68959	(308) 832-1087	David Word
5280	WATSON AUTO SUPPLY	626 4TH ST	DESHLER	NE	68340	(402) 365-7277	David Word
5776	FRANKLIN AUTO PARTS	704 15TH AVE	FRANKLIN	NE	68939	(308) 425-6001	David Word
5359	KAISER AUTO SUPPLY	143 S 13TH STREET STOP # 887	GENEVA	NE	68361	(402) 759-4211	Victor Stroud
4934	HOPKINS INC	420 4TH CORSO	NEBRASKA CITY	NE	68410	(402) 873-6602	Victor Stroud
6071	SLACK AUTO SUPPLY, LLC	817 LINCOLN AVE	YORK	NE	68467	(402) 362-7709	Victor Stroud
5475	TRI-COUNTY AUTOMOTIVE	1001 N MAIN	HENDERSON	NE	68371	(402) 723-5822	Victor Stroud
15257	SUTTON AUTO SUPPLY	307 SOUTH FRENCH AVE.	SUTTON	NE	68979	(402) 773-5515	Victor Stroud
5614	FARMERS AUTO PARTS	1511 1ST STREET	FRIEND	NE	68359	(402) 947-3261	Victor Stroud
5746	MEESKE AUTO PARTS	209 W ELDORA AVE	WEEPING WATER	NE	68463	(402) 267-5169	Victor Stroud
12260	FATMAN AUTO PARTS LLC	804 E B STREET	MC COOK	NE	69001	(308) 345-6535	Lee Giesinger
2723	DARRENS CARQUEST AUTO PARTS	311 WEST THIRD STREET	ALLIANCE	NE	69301	(308) 762-1516	Lee Giesinger
5271	E D ENTERPRISES INC	604 BROADWAY	IMPERIAL	NE	69033	(308) 882-5544	Lee Giesinger
6746	CMW ENTERPRISES INC	221 N MAIN	GORDON	NE	69343	(308) 282-2100	Lee Giesinger
7687	KIMBALL AUTO PARTS	810 WEST HWY 30	KIMBALL	NE	69145	(308) 235-3642	Lee Giesinger
5476	ROSS FAMILY AUTO PARTS INC	102 W HWY 23	GRANT	NE	69150	(308) 352-2240	Lee Giesinger
5928	Southerland Farm & Auto	221 WALNUT ST	SUTHERLAND	NE	69165	(308) 386-4523	Steve Bell
12621	JM PARTS AND EQUIPMENT INC	1721 E FOURTH ST	NORTH PLATTE	NE	69101	(308) 532-3770	Steve Bell
14738	S AND S AUTO PARTS	605 LAKE AVE	GOTHENBURG	NE	69138	(308) 537-3732	Steve Bell
6791	HUMPHREYS AUTO SUPPLY #1	413 W FIRST ST	OGALLALA	NE	69153	(308) 284-3638	Steve Bell
7498	RANCHLAND AUTO SUPPLY	212 E DOUGLAS ST	O'NEILL	NE	68763	(402) 336-2310	Bob Hofer
5281	LOUP CITY AUTO PARTS INC ROZMI	653 O STREET	LOUP CITY	NE	68853	(308) 745-1000	Bob Hofer
14671	AINSWORTH AUTO PARTS LLC	1129 EAST FOURTH	AINSWORTH	NE	69210	(715) 384-6402	Bob Hofer
5283	DONS AUTO PARTS INC.	831 G ST	BURWELL	NE	68823	(308) 346-5108	Bob Hofer
6026	WAYNE AUTO PARTS	117 S MAIN	WAYNE	NE	68787	(402) 375-3424	Bob Hofer
5398	WAHOO AUTO PARTS	235 E 6TH ST	WAHOO	NE	68066	(402) 443-3066	Bob Hofer
4845	KONECKY OIL INC	990 COUNTY ROAD M	MEAD	NE	68041	(402) 624-2455	Bob Hofer
5404	CARQUEST OF BROKEN BOW	605 SOUTH D ST	BROKEN BOW	NE	68822	(308) 872-2473	Bob Hofer
5252	VALLEY AUTO PARTS	303 SOUTH 15TH ST	ORD	NE	68862	(308) 728-3257	Bob Hofer

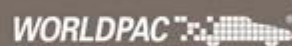
5223	CARQUEST OF NELIGH	1170 E Hwy 275	NELIGH	NE	68756	(402) 887-5432	Bob Hofer
5448	CARROLL OLSON ENTERPRISES	115 E STATE ST	ATKINSON	NE	68713	(402) 925-2993	Bob Hofer
4815	LEITING AUTO SUPPLY	119 East Broadway	RANDOLPH	NE	68771	(402) 337-0370	Bob Hofer
4854	HILLBILLS AG & AUTO	50591 HWY 91	SPALDING	NE	68665	(308) 497-2425	Bob Hofer
14801	RERUCHA AG AND AUTO SUPPLY	537 D STREET	DAVID CITY	NE	68632	(402) 367-3086	Ed Wortman
6025	LOGEMANN AUTO PARTS AND MACHINE, LLC	590 SOUTH MAIN STREET	WEST POINT	NE	68788	(402) 372-2434	Ed Wortman

U.S. COMMUNITIES DISCOUNT SCHEDULE EFFECTIVE 1-1-17 THROUGH 12-31-19

Product Group	Product Department	Product Class	Retail Discount
BATTERIES			
BATTERIES	BATTERY ACCESSORIES	CHARGERS, TERMINALS, CABLES	-33%
BATTERIES	AUTOMOTIVE BATTERIES	PREMIUM (PLATINUM)	-33%
BATTERIES	AUTOMOTIVE BATTERIES	BEST (GOLD)	-33%
BATTERIES	AUTOMOTIVE BATTERIES	BETTER (SILVER)	-33%
BATTERIES	AUTOMOTIVE BATTERIES	GOOD (AUTOMOTIVE)	-33%
BATTERIES	HEAVY DUTY BATTERIES	FARM & TRUCK	-33%
BATTERIES	OTHER BATTERIES	LAWN & GARDEN, MARINE, POWER SPORTS, WHEEL CHAIR	-33%
BATTERIES	SPECIALTY BATTERIES		-33%

FILTERS			
AIR FILTERS	AIR FILTERS	PREMIUM GRADE	-65%
AIR FILTERS	AIR FILTERS	STANDARD GRADE	-57%
AIR FILTERS	AIR FILTERS	ECONOMY GRADE	-65%
AIR FILTERS	CABIN AIR FILTERS		-25%
OIL FILTERS	OIL FILTERS	PREMIUM GRADE	-65%
OIL FILTERS	OIL FILTERS	STANDARD GRADE	-65%
OIL FILTERS	OIL FILTERS	ECONOMY GRADE	-45%
FUEL FILTERS	FUEL FILTERS		-65%
OTHER FILTERS	TRANSMISSION FILTERS		-35%
OTHER FILTERS	AGRICULTURAL, BREATHER, MISC		-8%
OTHER FILTERS	FILTER ACCESSORIES		-65%

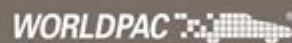
BRAKE SYSTEMS			
BRAKES - FRICTION	BRAKE PADS	BRAKE PADS - PREMIUM	-35%
BRAKES - FRICTION	BRAKE PADS	BRAKE PADS - BEST	-35%
BRAKES - FRICTION	BRAKE PADS	BRAKE PADS - BETTER	-35%
BRAKES - FRICTION	BRAKE PADS	BRAKE PADS - GOOD	-35%
BRAKES - FRICTION	BRAKE SHOES	BRAKE SHOES	-35%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	BRAKE ROTORS	-35%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	BRAKE ROTORS - SPECIALTY	-35%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	BRAKE ROTORS - FRONTLINE	-45%
BRAKES - DRUMS AND ROTORS	BRAKE ROTORS & DRUMS	BRAKE DRUMS	-35%
BRAKES - HYDRAULICS	BRAKE HYDRAULICS	BRAKE CALIPERS	-35%
BRAKES - HYDRAULICS	BRAKE HYDRAULICS	BRAKE HOSES, CABLES, MASTER CYLINDERS	-35%
BRAKES - HYDRAULICS	BRAKE BOOSTERS	BRAKE BOOSTERS	-35%
BRAKES - HARDWARE	BRAKE HARDWARE	WEAR SENSORS	-35%
BRAKES - HARDWARE	BRAKE HARDWARE	BRAKE LINES	-35%



U.S. COMMUNITIES DISCOUNT SCHEDULE EFFECTIVE 1-1-17 THROUGH 12-31-19

Product Group	Product Department	Product Class	Retail Discount
PAINT & BODY REPAIR			
PAINT & CHEMICALS	GENERAL PURPOSE		-8%
PAINT & CHEMICALS	COMMERCIAL PAINT		-8%
PAINT & CHEMICALS	BULK & PROFESSIONAL		-8%
PAINT & CHEMICALS	TOUCH UP		-8%
PAINT & CHEMICALS	SPECIALTY PAINT		-8%
PAINT & CHEMICALS	PRIMER		-8%
PAINT & CHEMICALS	PAINT & BODY REPAIR CHEMICALS		-8%
PAINT & CHEMICALS	PAINT COATINGS		-8%
PAINT & CHEMICALS	MISCELLANEOUS PAINT		-8%
BODY REPAIR/TOOLS	TAPE & ADHESIVES		-8%
BODY REPAIR/TOOLS	ABRASIVES		-35%
BODY REPAIR/TOOLS	BODY FILLERS		-35%
BODY REPAIR/TOOLS	SPECIALTY REPAIR		-35%
BODY REPAIR/TOOLS	BODY TOOLS/ACCESSORIES		-35%
BODY REPAIR/TOOLS	FIBERGLASS REPAIR		-35%
BODY REPAIR/TOOLS	BODY TRIM & MOLDING		-35%
BODY REPAIR/TOOLS	WEATHERSTRIPPING		-35%
BODY REPAIR/TOOLS	COMMERCIAL BODY REPAIR		-35%

IGNITION / EMISSION			
AIR INJECTION & O2 SENSORS	OXYGEN SENSORS	DIRECT FIT	-34%
AIR INJECTION & O2 SENSORS	OXYGEN SENSORS	UNIVERSAL	-34%
AIR INJECTION & O2 SENSORS	AIR INJECTION SYSTEM	SMOG & VACUUM PUMPS	-34%
ELECTRICAL COMPONENTS	ENGINE COMPUTER CONTROLS		-15%
ELECTRICAL COMPONENTS	VOLTAGE REGULATORS		-15%
ELECTRICAL COMPONENTS	SWITCHES & RELAYS		-18%
SENSORS & VALVES	SENSORS, VALVES & TRANSMITTERS	TPMS	-22%
FUEL INJECTION COMPONENTS	FUEL INJECTION PARTS		-15%
FUEL SYSTEMS	CARBURETORS		-15%
FUEL SYSTEMS	FUEL PUMPS		-15%
FUEL SYSTEMS	GAS TANKS		-15%
IGNITION COMPONENTS	IGNITION CAPS & ROTORS		-15%
IGNITION COMPONENTS	IGNITION COILS & MODULES		-18%
IGNITION COMPONENTS	DISTRIBUTORS		-10%
WIRE	WIRESSETS, COIL BOOTS		-20%
SPARK PLUGS	SPARK PLUGS		-10%

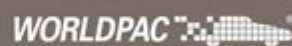


U.S. COMMUNITIES DISCOUNT SCHEDULE EFFECTIVE 1-1-17 THROUGH 12-31-19

Product Group	Product Department	Product Class	Retail Discount
COOLING SYSTEMS			
RADIATORS	RADIATORS		-15%
RADIATORS	WATER PUMPS & HARDWARE		-15%
RADIATORS	RADIATOR FAN ASSEMBLIES		-15%
WATER PUMPS AND HARDWARE	WATER PUMPS		-15%
BELT SYSTEMS	V BELTS		-34%
BELT SYSTEMS	SERPENTINE BELTS		-33%
BELT SYSTEMS	INDUSTRIAL, FHP, SPORT UTILITY		-23%
BELT SYSTEMS	BELT HARDWARE		-23%
PARTS & COMPONENTS	FANS & COOLERS		-18%
PARTS & COMPONENTS	THERMOSTATS & HOUSINGS		-14%
PARTS & COMPONENTS	RADIATOR HOSES & COMPONENTS		-14%
PARTS & COMPONENTS	MISCELLANEOUS COOLING PARTS	GAS & OIL CAPS, COOLING CABINETS	-14%

CHASSIS, RIDE CONTROL & POWER STEERING			
CHASSIS PARTS	STEERING COMPONENTS	DAMPERS & STABILIZERS, ARMS, TIE RODS	-26%
CHASSIS PARTS	SPRINGS	TORSION BARS, COIL SPRINGS	-26%
CHASSIS PARTS	SUSPENSION PARTS	SWAY BAR, LINK KITS, BALL JOINTS, CONTROL ARMS, KING PINS	-17%
CHASSIS PARTS	ALIGNMENT	ALIGNMENT SHIMS & HARDWARE	-28%
RIDE CONTROL	SHOCKS		-15%
RIDE CONTROL	STRUTS		-15%
POWER STEERING	POWER STEERING & COMPONENTS	POWER STEERING RACK & PINION	-25%
POWER STEERING	POWER STEERING & COMPONENTS	POWER STEERING PUMPS	-25%
POWER STEERING	POWER STEERING & COMPONENTS	POWER STEERING HOSES & LINES	-25%
POWER STEERING	POWER STEERING & COMPONENTS	POWER STEERING COMPONENTS	-25%
POWER STEERING	POWER STEERING & COMPONENTS	GEAR BOXES	-25%
POWER STEERING	POWER STEERING & COMPONENTS	STEERING SHAFTS	-25%

DRIVELINE			
CLUTCHES	CLUTCH HYDRAULICS, KITS, PARTS		-14%
SHAFTS	SHAFTS & BOOT KITS	SHAFTS	-13%
SHAFTS	SHAFTS & BOOT KITS	CV BOOT KITS	-13%
TRANSMISSION PARTS	CABLES		-15%
TRANSMISSION PARTS	DIFFERENTIAL PARTS		-13%
TRANSMISSION PARTS	TRANSMISSION PARTS		-15%
TRANSMISSION PARTS	MISCELLANEOUS	MOUNTS, YOKES	-15%
PARTS AND MOUNTS	MOUNTS		-14%
PARTS AND MOUNTS	UNIVERSAL JOINTS		-20%
PARTS AND MOUNTS	ENGINE & TRANSMISSION MOUNTS		-14%



U.S. COMMUNITIES DISCOUNT SCHEDULE EFFECTIVE 1-1-17 THROUGH 12-31-19

Product Group	Product Department	Product Class	Retail Discount
AUTOMOTIVE HARDWARE & ENGINE PARTS			
GASKETS	ENGINE GASKETS	COOLING, ENGINE, FUEL SYSTEM, FLUID SEALING, EXHAUST, DRIVELINE	-14%
ENGINE PARTS	ENGINE PARTS	BALANCERS , PULLEYS	-13%
ENGINE PARTS	TIMING COMPONENTS		-10%
ENGINE PARTS	VALVE TRAIN COMPONENTS		-15%
ENGINE PARTS	PANS AND COVERS		-10%
ENGINE PARTS	CYLINDER BLOCK COMPONENTS		-15%
ENGINE PARTS	CYLINDER HEADS		-5%
ENGINE PARTS	ENGINE BEARINGS		-15%
ENGINE PARTS	ENGINE OIL SYSTEM COMPONENTS		-13%
ENGINE PARTS	MANIFOLDS		-13%
AUTOMOTIVE HARDWARE	LIFT SUPPORTS		-13%
AUTOMOTIVE HARDWARE	AUTOMOTIVE HARDWARE	AUTOMOTIVE PARTS	-13%
AUTOMOTIVE HARDWARE	AUTOMOTIVE HARDWARE	DOOR AND BODY PARTS	-13%
AUTOMOTIVE HARDWARE	AUTO HARDWARE & ACCESSORIES	INTERIOR/EXTERIOR HARDWARE, SPRINGS, CONNECTORS, FITTINGS, FASTENERS, ASSORTMENTS	-13%

EXHAUST			
EXHAUST	EXHAUST	MUFFLERS	-20%
EXHAUST	EXHAUST	EXHAUST PIPES	-20%
EXHAUST	EXHAUST	CATALYTIC CONVERTERS	-17%
EXHAUST	EXHAUST	MANIFOLDS	-17%
EXHAUST	EXHAUST	EXHAUST ACCESSORIES	-20%

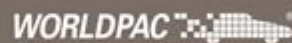
BEARINGS, SEALS & HUB ASSEMBLIES			
BEARINGS, SEALS, HUB ASSEMBLIES	HUB ASSEMBLIES	HUB ASSEMBLIES	-21%
BEARINGS, SEALS, HUB ASSEMBLIES	HUB ASSEMBLIES	4WD HUBS	-20%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	DRIVELINE BEARINGS	-20%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	WHEEL END BEARINGS	-20%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	CLUTCH BEARINGS	-25%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	SEALS	-20%
BEARINGS, SEALS, HUB ASSEMBLIES	BEARINGS & SEALS	BEARING & SEAL KITS	-20%
BEARINGS, SEALS, HUB ASSEMBLIES	WHEEL HUBS	WHEEL HUB	-27%

STARTERS & ALTERNATORS			
STARTERS & ALTERNATORS	ALTERNATORS	NEW & REMANUFACTURED	-8%
STARTERS & ALTERNATORS	STARTERS	NEW & REMANUFACTURED	-8%
STARTERS & ALTERNATORS	STARTING/CHARGING COMPONENTS		-25%

U.S. COMMUNITIES DISCOUNT SCHEDULE EFFECTIVE 1-1-17 THROUGH 12-31-19

Product Group	Product Department	Product Class	Retail Discount
CLIMATE CONTROL			
HEATING & AIR CONDITIONING	AIR CONDITIONING	A/C COMPRESSORS, FILTER/DRIERS, CONDENSORS/EVAPORATORS, RINGS/GASKETS, HOSES	-13%
HEATING & AIR CONDITIONING	BLOWER MOTORS	BLOWER MOTORS	-10%
HEATING & AIR CONDITIONING	HEATING	HEATER CORES/VALVES	-15%
HEATING & AIR CONDITIONING	BLEND DOORS		-17%
ELECTRICAL SYSTEMS	WINDOW SYSTEM PARTS	WINDOW MOTOR/REGULATORS	-13%
ELECTRICAL SYSTEMS	WIPER SYSTEM PARTS	WIPER ARMS & MOTORS, WASHER RESERVOIRS, WIPER PULSE BOARDS, WASHER PUMPS	-13%
AC CHEMICALS & ACCESSORIES	A/C TOOLS, PARTS, MISC	A/C PARTS	-8%
AC CHEMICALS & ACCESSORIES	A/C TOOLS, PARTS, MISC	A/C TOOLS	-8%

HEAVY DUTY PARTS			
HD AIR FILTERS	AIR FILTERS		-65%
HD OIL FILTERS	OIL FILTERS		-65%
HD BRAKE SYSTEMS	BRAKE PADS		-29%
HD BRAKE SYSTEMS	BRAKE SHOES		-29%
HD CHASSIS	CHASSIS PARTS		-5%
HD CHASSIS	POWER STEERING & COMPONENTS		-15%
HD CHASSIS	RIDE CONTROL		-15%
HD RIDE CONTROL	TRUCK SHOCKS		-15%
HD HVAC	HEATING & COOLING		-8%
HD HYDRAULICS	HYDRAULICS	HOSE & FITTINGS	-42%
HD POWERTRAIN	EXHAUST		-20%
HD POWERTRAIN	DRIVETRAIN		-20%
HD POWERTRAIN	ENGINE		-21%
HD POWERTRAIN	STARTING & CHARGING		-8%
HD WHEEL-END	BEARINGS, SEALS, HUB ASSEMBLIES		-25%
HD WHEEL-END	WHEEL ATTACHING	NUTS, STUDS, CLAMPS	-5%
HD WHEEL-END	AIR BRAKE		-7%
HD OTHER	SAFETY		-5%
HD OTHER	LIGHTING		-15%
HD OTHER	TRAILER PARTS		-7%
HD OTHER	ACCESSORIES		-13%
HD OTHER	CHEMS & LUBES		-7%

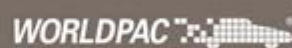


U.S. COMMUNITIES DISCOUNT SCHEDULE EFFECTIVE 1-1-17 THROUGH 12-31-19

Product Group	Product Department	Product Class	Retail Discount
ENGINES & EQUIPMENT			
COMMERCIAL SHOP EQUIPMENT	ISN COMMERCIAL TOOLS/EQUIP		-5%
COMMERCIAL SHOP EQUIPMENT	MISC COMMERCIAL EQUIPMENT		-5%
COMMERCIAL TOOLS	AIR TOOLS, BODY REPAIR, SPECIALTY		-5%
HAND & SPECIALTY TOOLS			-5%
JACKS AND LIFTS			-8%
ENGINES AND TRANSMISSIONS	ENGINES	REMANUFACTURED	-5%
ENGINES AND TRANSMISSIONS	TRANSMISSIONS	REMANUFACTURED	-5%
ENGINES AND TRANSMISSIONS	REAR AXLE ASSEMBLIES		-5%

CHEMICALS			
GREASE & LUBRICANTS	HYDRAULIC FLUID		-8%
GREASE & LUBRICANTS	GREASE, GEAR OIL		-8%
GREASE & LUBRICANTS	MISC LUBRICANTS & ACCESSORIES		-8%
MOTOR OIL	CONVENTIONAL & HIGH MILEAGE		-5%
MOTOR OIL	FULL SYNTHETIC & SYNTHETIC BLEND		-5%
MOTOR OIL	HEAVY DUTY		-5%
MOTOR OIL	SMALL ENGINE		-5%
ANTIFREEZE	ANTIFREEZE		-5%
WASHER SOLVENT	WINDSHIELD WASH		-8%
TRANSMISSION FLUID	TRANSMISSION FLUID		-8%
AC CHEMICALS & ACCESSORIES	FREON		-8%
APPEARANCE CHEMICALS	CAR WASH/CARE		-8%
PERFORMANCE & FUNCTIONAL	BRAKE FLUID, CLEANERS/DEGREASERS, ADDITIVES, TREATMENTS		-8%
SEALANTS, ADHESIVES AND COMPOUNDS	ADHESIVES & SEALANTS, COMPOUNDS		-8%
TIRE SEALANTS	TIRE REPAIR		-12%

ACCESSORIES & MISCELLANEOUS			
WIPERS			-33%
ELECTRICAL	ELECTRICAL ACCESSORIES, FUSES		-30%
TIRE REPAIR & ACCESSORIES			-15%
APPEARANCE ACCESSORIES	WASHING, DETAILING, TOWELS		-8%
CARGO MANAGEMENT			-8%
FLUID MANAGEMENT ACCESSORIES			-8%
INTERIOR/EXTERIOR ACCESSORIES			-8%
NUTS/BOLTS/MISC HARDWARE			-23%
OIL & GAS ACCESSORIES			-8%
PROTECTIVE GEAR			-12%
HORNS AND SECURITY			-8%
TOWING & HITCH			-5%



US Communities

PARTICIPATING ADDENDUM (Hereinafter "Addendum")

For

Public Utility Equipment with Related Accessories and Supplies Between The State of Nebraska ("Participating State/Entity"), and Advance Auto Parts (Contractor)

US Communities Contract # 2017000280
State of Nebraska Contract: 15020 OC

I. SCOPE

This addendum covers the purchase of Auto Parts and Accessories for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

II. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT

- A. **CONTRACT PERIOD:** August 31, 2018 through December 31, 2019 with two (2) additional two (2) year renewal options.
- B. **Prices:** The price(s) shall be net, including transportation and delivery charges fully prepaid by the Contractor, F.O.B. Destination included in the Purchase Price charged to the State of Nebraska. No additional charges will be allowed for packing, packages, or partial delivery costs.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting Participating Addendum will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

Contractor may request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE PARTICIPATING ADDENDUM IS PROPRIETARY. COSTS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)). The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, authorize others to use the documents, or otherwise use the Participating Addendum or other documents received with regard to the Participating Addendum. Contractor specifically waives any copyright or other protection the Participating Addendum or other documents may have. This reservation and waiver is a prerequisite for entering into this Participating Addendum.

Contractor agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the Participating Addendum or documents.

**STATE OF NEBRASKA
STANDARD TERMS AND CONDITIONS**

I. TERMS AND CONDITIONS

Suppliers should complete Section I through III as part of their bid. Supplier is expected to read the Terms and Conditions and may propose alternative language for each clause. The Supplier should also provide an explanation of why the Supplier alternate language using "Track Changes". The State reserves the right to negotiate or proposed alternative language. If the State and Supplier fail to agree on the final Terms and Conditions, the State reserves the right to withdraw the offer.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum
2. Master Agreement
3. Amendments/Addendums.
4. The Solicitation
5. Contractor's Response to the Solicitation

These documents constitute the entirety of the Participating Addendum.

Unless otherwise specifically stated in a future Participating Addendum amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Participating Addendum or Master Agreement with the most recent dated amendment having the highest priority, 2) executed Participating Addendum and any attached Addenda, 3) executed Master Agreement and any Addendum, 4) Statement of Work, 5) the Solicitation, and 6) Contractor's Response to the Solicitation.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Participating Addendum interpretation as established in the State of Nebraska.

B. NOTIFICATION

Contractor and State shall identify the Participating Addendum manager who shall serve as the point of contact for the executed Participating Addendum.

Communications regarding the executed Participating Addendum shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Vendor Laura Payne, Sr. Mgr. Bids and Contracts	Participating Addendum Manager: Julie Schiltz
Vendor Advance Auto Parts	Agency: State Purchasing Bureau
Street Address 2635 E. Millbrook Rd.	Street Address: 1526 K Street
City, State, Zip Raleigh, NC 27604	City, State, Zip: Lincoln, NE 68508

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. GOVERNING LAW

Notwithstanding any other provision of this Participating Addendum, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to Participating Addendum is therefore subject to limitation by the State's Constitution, statutes,

common law, and regulation; (2) this Participating Addendum will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this Participating Addendum on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final Participating Addendum, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final Participating Addendum, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final Participating Addendum are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid Participating Addendum has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

E. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the Participating Addendum within the general scope of the MASTER CONTRACT. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the Participating Addendum shall not be deemed a change. The Contractor may not claim forfeiture of the Participating Addendum by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Participating Addendum is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the Participating Addendum and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

*****Supplier will not substitute any item that has been awarded without prior written approval of SPB*****

F. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

G. INDEMNIFICATION

1. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

2. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one-party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

H. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this Participating Addendum. The terms and conditions, including price, of the Participating Addendum may not be amended. The State shall not be contractually obligated or liable for any Participating Addendum entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this Participating Addendum. The terms and conditions, including price, of this Participating Addendum shall apply to any such Participating Addendum, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any Participating Addendum entered into pursuant to this clause. The State shall be notified if a Participating Addendum is executed based upon this Participating Addendum.

I. EARLY TERMINATION

The Participating Addendum may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Participating Addendum at any time.
2. The State, at its sole discretion, may terminate the Participating Addendum for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Participating Addendum. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the Participating Addendum immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Participating Addendum by its Contractor, its employees, officers, directors, or shareholders;
 - c. Contractor intentionally discloses confidential information;

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

The Contractor is solely responsible for fulfilling the Participating Addendum. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Participating Addendum. The personnel the Contractor uses to fulfill the Participating Addendum shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the Participating Addendum shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Participating Addendum;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the Participating Addendum without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any Participating Addendum with a sub-contractor does not conflict with the terms and conditions of this Participating Addendum.

The Contractor shall include a similar provision, for the protection of the State, in the Participating Addendum with any Subcontractor engaged to perform work on this Participating Addendum.

B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Suppliers must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Supplier who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the Participating Addendum.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

- The completed United States Attestation Form should be submitted with the MASTER CONTRACT response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Participating Addendum terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor shall comply with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Participating Addendum.

E. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual.

F. PERMITS, REGULATIONS, LAWS

The Participating Addendum price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Participating Addendum. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the Participating Addendum. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Participating Addendum.

G. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall own all Auto Parts and Accessories upon payment to Contractor.

H. INSURANCE REQUIREMENTS

The Contractor shall throughout the term of the Participating Addendum maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the Participating Addendum until the insurance is in place. If Contractor subcontracts any portion of the Participating Addendum the Contractor must, throughout the term of the Participating Addendum, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or with in one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

4. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

5. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

6. EVIDENCE OF COVERAGE

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

Julie Schiltz
1526 K Street
Lincoln, NE 68508

These certificates or the cover sheet shall reference the MASTER CONTRACT number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

7. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

K. CONFLICT OF INTEREST

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this MASTER CONTRACT or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the MASTER CONTRACT or project, or who had any influence on decisions affecting the MASTER CONTRACT or project.

L. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan to handle business interruptions and delays in the event of a disaster. ..

N. DRUG POLICY

Contractor certifies it maintains a substance abuse policy to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its substance abuse policy at any time upon request by the State.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Neb. Rev. Stat. §§ 73-501 through 73-509 states, ". . . payments shall not be made until contractual deliverable(s) are received and accepted by the State".

B. TAXES

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

(IF APPLICABLE)The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the supplier as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

E. PAYMENT (Statutory)

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. REPORTS

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated quarterly period, less any credits. The report will be provided in secure electronic format and/or submitted electronically to the State as listed below. The reports shall contain at a minimum the following information pertaining to State of Nebraska agencies, boards, commissions, and political subdivisions utilization:

Ordering Entity
Purchase order number;
Description;
Quantity; and
Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

Period End	Report Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Reports shall be sent to: as.materielpurchasing@nebraska.gov; to the attention of the Participating Entity's primary contact. Please include the contract number, 15020 OC, in the subject line of the email.

I. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION

All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
C/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

OR

Contact the Nebraska State Treasurer's Office to set up electronic funds transfer.
Below is the address:
State Capitol, Room 2005
PO Box 94788
Lincoln, NE 78509-4788
Phone (402) 471-2455

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

Participating Entity:	Contractor: Advance Stores Company Inc.
Signature: 	Signature: 
Name: David Zwart	Name: Michael Casey Brannigan
Title: Materiel Administrator	Title: Senior Vice President, Customer Engagement
Date: 9/18/2018	Date: September 4, 2018