

PARTICIPATING ADDENDUM
NASPO ValuePoint
IMMEDIATE NEED AFTERMARKET AUTOMOTIVE PARTS
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
O'Reilly Automotive Stores Inc. dba O'Reilly Auto Parts
Master Agreement No: 09000006747
(hereinafter "Contractor")

And

State of Alabama
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the *Immediate Need Aftermarket Automotive Parts* led by the State of **Oklahoma** 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.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State/Entity Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

The following changes are modifying or supplementing the Master Agreement terms and conditions. **See Attachment A**

4. Lease Agreements: **"Reserved"**

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	David Stoecklein
Address	233 South Patterson Ave, Springfield, MO 65802
Telephone	(417) 851-5915
Fax	(417) 874-7199
E-mail	dstoecklein@oreillyauto.com

Contractor

Name	Chris George
Address	233 South Patterson Ave, Springfield, MO 65802
Telephone	(417) 862-2674, Ext. 10807

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Fax	(800) 926-0899
E-mail	cgeorge@oreillyauto.com

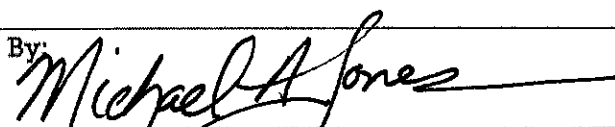

Participating Entity

Name	Jennifer Loretz, Buyer / Patrick Hemme, Buyer
Address	100 N. Union Street, Ste 192, Montgomery, AL 36130
Telephone	334-242-7250
Fax	334-242-4419
E-mail	Jennifer.loretz@purchasing.alabama.gov / pat.hemme@purchasing.alabama.gov

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of Alabama, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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

Participating State: ALABAMA	Contractor: O'Reilly Automotive Stores Inc., DBA O'Reilly Auto Parts
By: 	By: 
Name: Michael A. Jones	Name: Chuck Rogers
Title: State Purchasing Director	Title: Vice President - Professional Sales
Date: 8/26/16	Date: 8/19/16

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation
and posting in appropriate data bases]

ATTACHMENT A
PARTICIPATING ADDENDUM

For: The State of Alabama
Under the NASPO ValuePoint Master Agreement Immediate Need Auto Parts

Utilization Reports – Monthly

A utilization report shall be submitted to the Alabama Department of Finance, Division of Accounting and Administration for all state and local government entities purchases providing the following information:

The reports shall be in an Excel format. The reports will provide statistical data on all purchases made from the awarded contract by state and local procurement entities for the reported month. The reports shall be sent electronically (no hard copies required or permitted) to: telecom.admin@isd.alabama.gov. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement.

The report shall be detailed; broken down by line item and include the following data:

1. Contract Number
2. Reporting Month and Year
3. Agency or local government entity
4. Commodity description
5. Line item quantity purchased for the reported month for each individual agency or local government entity.
6. Line item dollar amount (volume) purchased for the reported month for each individual agency or local government entity.
7. Subtotals for each category above.
8. Grand totals for each category above.
9. The Administrative Fee Dollar amount paid to the State each reported month.

ADMINISTRATIVE FEE – Monthly

The contractor shall submit a check, in addition to the utilization report, payable to the State of Alabama for the calculated administrative fee for an amount equal to one percent (1%) of total dollar amount for all sales made as stated above for a monthly period. A report is due even when there is no activity. The administrative fee and utilization report will be made on or before the 20th day of each month for the prior month's transactions made. The administrative fee will represent a one time payment for all sales made in the prior month and as adjusted for error corrections associated with earlier month.

The administrative fee check should be submitted to the following address:

Alabama Department of Finance
Division of Accounting and Administration
P. O. Box 300658
Montgomery, AL 36130-0658

SPECIAL TERMS AND CONDITIONS

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

Contract vendor must be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at <https://procurement.staars.alabama.gov> or follow the Vendor Self Service link at www.purchasing.alabama.gov.

Contract vendor must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491. See page 3 of Attachment A.

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

Contract Vendors must submit a list of Alabama locations prior to the execution of this agreement. The list must include each locations unique Vendor Customer number. Alabama distributors must create an account on the Vendor Self Service site (see web link above). However, distributors are not required to be actively subscribed. New distributors/locations may only be added once per quarter in November, February, May and August.

The following categories are excluded from this participating addendum: 14 (oil and lubrication, regular and synthetic), 19 (winter accessories), any non-automotive parts or supplies that may be available at the store locations to include but not limited to beverages, snacks, decorative items, etc.