



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING

**NOTIFICATION OF STATEWIDE CONTRACT**

Date: 7/17/19

**CONTRACT TITLE:** Automotive Parts, Immediate Need

<b>CURRENT CONTRACT PERIOD:</b>	July 20, 2019 through July 19,2020	
<b>RENEWAL INFORMATION:</b>	Original Contract Period:	April 1, 2019 through July 21, 2019
	Renewal Options Available:	2
	Potential Final Expiration:	July 20, 2021
<b>BUYER INFORMATION:</b>	Jason Kolks 573-522-1620 Jason Kolks	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.

PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority **should not** be used to purchase supplies/services included in this contract unless not readily available through a vendor listed below.

The entire contract document may be viewed and printed from the Division of Purchasing's **Awarded Bid & Contract Document Search** located on the Internet at

<http://oa.mo.gov/purchasing>.

*~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.*

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CC190255001	4406180123 2 / MB0002633 3	O'Reilly Automotive Stores Inc. PO Box 1156 Springfield, MO 65801  <b>Contact:</b> Roanen Barron 417-829-5879 Rbarron8@oreillyauto.com	N	Y

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
CC190255002	5802545100 E / MB0009620 6	Genuine Parts Co. 2999 Wildwood Parkway Atlanta, GA 30339  <b>Contact:</b> Don Lachance 678-934-5057 Don_lachance@genpt.com	N	Y

## STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
July 20, 2019 through July 19, 2020	7/17/19	Contracts Renewed
April 1, 2019 through July 21, 2019	4/1/19	Initial issuance of new statewide contract

**MissouriBUYS:** Issuance of a Request in MissouriBUYS will need to be completed using an off-catalog request.

# **O'Reilly Contract Details**

## **AFTERMARKET AUTOMOTIVE PARTS CATALOG**

The Contractor does have a published commercially available catalog, The Contractor will provide an on-line catalog and parts ordering system FirstCallOnline.com (FCO). This catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms. Is regularly maintained by the contractor and Is available online for inspection by customers, and/or the general public.

The published commercially available catalog shall include, at a minimum:

- The contractor's stock keeping number (SKU)
- A complete and accurate description of the item
- The unit of measure (UOM)
- The quantity in the unit of measure (QUOM)
- List Price/MSRP

FCO.com will allow users to look up products, review pricing and view the availability of parts in multiple store locations as well as the servicing distribution center. Entities can earn a 1% rebate for net purchases ordered electronically through the FCO system. All needed MSDS sheets are also available through the FCO.com System.

## **CORE EXCHANGE/CHARGES**

All parts supplied which require core exchange shall be monitored by the Contractor to ensure proper cores are returned to the Proposer. Core pick-ups will occur as needed, hourly, daily, or weekly. Contractor will tailor the pick-up schedule to the needs of each agency. Core credit is to be issued the same day as received. Any core that is not usable or not returned shall be billed at the core price listed in the manufacturer's price sheet for that particular part.

## **ORDERING**

The Contractor shall accept orders from any of the State agencies, Local Governmental agencies and Participating Entities. The ordering agency will need to provide necessary billing and ship to information so that an account can be opened. An account will have to be in place before the agency can begin ordering.

## **PURCHASE EXECUTION**

State agencies will submit orders on a Purchase Order via one of the ordering methods as specified below, Ordering Methods. Local Government agencies and other Participating Entities may use their own approved Purchase Order document.

The Contractor shall not accept purchase documents from State agencies, Local Government agencies and Participating Entities containing non-contract items. This will be monitored at a local level between the customer and the servicing CONTRACTOR store.

## **MINIMUM ORDER**

There is no minimum order on this contract.

## **ORDERING METHODS**

Contractor shall accept, the following ordering methods:

- Telephone
- Over-the-counter/walk-in
- Online (internet)

### **Phone Orders**

Contractor will accept order via telephone as parts of this contract. A toll-free telephone number to be used by ordering agencies for placing orders. Telephone orders must be accepted between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed. Contractor will provide each City location with a direct phone number to the Professional Service Specialist of the servicing store.

### **Internet/Web Orders**

Contractor(s) will accept orders via internet/web as part of this contract. Web address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Internet/web access must be 24 hours but orders must be accepted by the contractor between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.

### **EMERGENCY ORDERS**

Contractor(s) must provide toll-free, after hours, telephone number(s) and contact name(s) for placing emergency orders. Emergency orders must be accepted 24 hours a day, seven (7) days a week. Emergency Contacts and phone numbers may be obtained from every CONTRACTOR store nationwide and will be provided to the Ordering Entities.

### **ORDER ACKNOWLEDGEMENT**

The Contractor will provide the ordering agencies with an order receipt acknowledgment via electronic ordering information and details within twenty-four (24) hours via statement lookup on FCO. This will satisfy any public agencies need to reconcile any statement or invoices needed. Entities will also receive a monthly detailed statement with all applicable invoices. The acknowledgement will include:

- Purchasing Entity Name
- Purchase Order Number
- Description of goods and/or related products purchased
- Total Cost
- Delivery Date
- Identification of any Out of Stock Items

During the life of the Master Agreement, the Contactor shall work with the Lead State to provide any other future changes the Lead State may deem necessary

### **OUT-OF-STOCK REMEDY**

In the event of an out-of-stock item, the ordering agencies shall have the option to either request back order or cancel the item from order, upon receipt of order acknowledgement identifying that said items are unavailable.

Under no circumstances is the Contractor permitted to make unauthorized substitutions or cancellations, without the authorization of the Purchasing Entity.

### **RE-MANUFACTURED PARTS**

The Contractor may provide remanufactured parts when new parts are not available and with authorization of the Purchasing Entity. Used, previously installed or shop worn parts shall not be accepted.

### **DELIVERY LOCATIONS**

The Contractor will agree to make deliveries (statewide) to all Participating States and Purchasing entities to the location specified on the individual order, as long as the ordering entity is within 20 miles of the nearest servicing O'Reilly store. This may include but not be limited to inside buildings, high-rise office buildings and receiving docks.

### **DELIVERY SCHEDULES**

The Contractor will deliver product within the one (1) allotted business days per the contract requirement, unless otherwise agreed to by the Purchasing agency. Additionally, due to varying delivery hours per

individual agency, it will be CONTRACTOR's responsibility to check each facility, prior to delivery, for the specific delivery hours.

Contractor must notify the Purchasing Entity within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified in the contract.

**DELIVERY FROM COMMERCIAL OUTLETS**

The Contractor will endeavor to deliver standard in-stock items to locations within five (5) miles from company's commercial store within 45 minutes. Delivery outside the five (5) mile range but within 20 miles will be accomplished by a scheduled delivery. Delivery outside a 20 mile radius is unavailable.

# **Genuine Motor Parts (Napa) Contract Details**

## **AFTERMARKET AUTOMOTIVE PARTS CATALOG**

The Contractor does have a published commercially available catalog, NAPA maintains a commercially available catalog at [www.napaprolink.com](http://www.napaprolink.com) (Prolink). This catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms. Is regularly maintained by the contractor and Is available online for inspection by customers, and/or the general public.

The published commercially available catalog shall include, at a minimum:

- The contractor's stock keeping number (SKU)
- A complete and accurate description of the item
- The unit of measure (UOM)
- The quantity in the unit of measure (QUOM)
- List Price/MSRP

## **AVAILABILITY**

The Contractor will not have any viewing restrictions for State departments, Local Government agencies and other Participating Entities trying to access our electronic catalog. The electronic catalog will be made available through [NAPAProlink.com](http://NAPAProlink.com). Prolink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more.

## **PRODUCT SUBSTITUTION**

Unless specifically requested by Purchaser, no product substitutions will be allowed.

## **CORE EXCHANGE/CHARGES**

All parts supplied which require core exchange shall be monitored by the Contractor to ensure proper cores are returned to the Proposer. Core credit is to be issued the same day as received. Any core that is not usable or not returned shall be billed at the core price listed in the manufacturer's price sheet for that particular part.

## **PRICE ADJUSTMENTS**

A decrease in the level of categories discount shall not be considered during the entire term of the Master Agreement nor for any subsequent Master Agreement extension. However, an increase in the level of categories discount may be considered at any time during the term of the Master Agreement and during each subsequent Master Agreement extension.

## **RETAIL SALES ESTABLISHMENTS**

Retail Sales Establishments are defined as any facilities that the Contractor uses on a regular basis to warehouse and/or sell merchandise, and at which the Contractor conducts regular business transactions at either the retail or wholesale level.

Contractor facility should provide:

1. Walk-In and will-call order system during regular work hours.
2. Provide customer service associate to support walk-in and will-call order system.
3. Provide itemized sales receipts for all walk-in and will-call transactions.
4. Availability of delivery.
5. Acceptance of State P-Card.

These facilities shall be operated in accordance with State Law and comply with all zoning requirements as implemented by local, county or State governments.

Contractor shall update the retail sales establishment list annually after contract award.

The Contractor is able to provide Retail Sales Establishments to the various agencies utilizing this Master Agreement through 6,000 total NAPA stores and 62 Distribution Centers across the US made available to those participating States with this Master Agreement

A List of Participating Stores is enclosed in Attachment A. A list may be provided to all States who participate in this program. The Contractor agrees to accept orders from any of the State agencies, Local Governmental agencies and all other Participating Entities.

### **ORDERING**

The Contractor shall accept orders from any of the State agencies, Local Governmental agencies and Participating Entities.

### **PURCHASE EXECUTION**

State agencies will submit orders on a Purchase Order via one of the ordering methods as specified below, Ordering Methods. Local Government agencies and other Participating Entities may use their own approved Purchase Order document.

The Contractor shall not accept purchase documents from State agencies, Local Government agencies and Participating Entities containing non-contract items. This will be monitored at a local level between the customer and the servicing NAPA store.

### **MINIMUM ORDER**

There is no minimum order on this contract.

### **ORDERING METHODS**

Contractor shall accept, the following ordering methods:

- Electronic (email)
- Facsimile
- US Mail
- Over-the-counter/walk-in
- Online (internet) - Prolink shows parts price and availability at the local NAPA store, as well as the store's supplying DC
- Prolink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering. [www.Napaonline.com](http://www.Napaonline.com) may be utilized also.

#### **Electronic (email) Orders**

Contractor(s) will accept orders via email as part of this contract. An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.

#### **Facsimile Orders**

Contractor(s) will accept order via facsimile as part of this contract. A toll-free facsimile number to be used by ordering agencies placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.



### **Internet/Web Orders**

Contractor(s) will accept orders via internet/web as part of this contract. Web address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Internet/web access must be 24 hours but orders must be accepted by the contractor between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.

### **U.S Mail Orders**

Contractor(s) will accept orders via U.S. Mail as part of this contract. Contractor will have the capability to received orders by mail in place before the commencement of this contract.

### **EMERGENCY ORDERS**

Contractor(s) must provide toll-free, after hours, telephone number(s) and contact name(s) for placing emergency orders. Emergency orders must be accepted 24 hours a day, seven (7) days a week. Emergency Contacts and phone numbers may be obtained from every NAPA store nationwide and will be provided to the Ordering Entities.

### **ORDER ACKNOWLEDGEMENT**

The Contractor will provide the ordering agencies with an order receipt acknowledgment via email or facsimile within twenty- four (24) hours after receipt of an order. The acknowledgement will include:

- Purchasing Entity Name
- Purchase Order Number
- Description of goods and/or related products purchased
- Total Cost
- Delivery Date
- Identification of any Out of Stock Items

During the life of the Master Agreement, the Contactor shall work with the Lead State to provide any other future changes the Lead State may deem necessary.

### **OUT-OF-STOCK REMEDY**

Inthe event of an out-of-stock item, the ordering agencies shall have the option to either request back order or cancel the item from order, upon receipt of order acknowledgement identifying that said items are unavailable.

Under no circumstances is the Contractor permitted to make unauthorized substitutions or cancellations, without the authorization of the Purchasing Entity.

### **RE-MANUFACTURED PARTS**

The Contractor may provide remanufactured parts when new parts are not available and with authorization of the Purchasing Entity. Used, previously installed or shop worn parts shall not be accepted.

### **DELIVERY LOCATIONS**

The Contractor will agree to make deliveries (statewide) to all Participating States and Purchasing Entities to the location specified on the individual order, which may include, but not be limited to inside buildings, high-rise office buildings, and receiving docks.

### **DELIVERY SCHEDULES**

The Contractor will deliver product within the one (1) allotted business days per the contract requirement, unless otherwise agreed to by the Purchasing agency. Additionally, due to varying delivery hours per individual agency, it will be NAPA's responsibility to check each facility, prior to delivery, for the specific delivery hours.

Contractor must notify the Purchasing Entity within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified in the contract.

**DELIVERY FROM COMMERCIAL OUTLETS**

Delivery of standard in-stock items to locations within five (5) miles from company's commercial store shall be accomplished within 45 minutes. Delivery outside the five (5) mile range will be accomplished by a scheduled delivery.

**OVER THE COUNTER DELIVERY**

Contractor shall provide over the counter order and delivery at all of its commercial locations.

**CATEGORY DISCOUNTS**

SUPPLIER'S NAME: O'Reilly Automotive Stores Inc. DBA O'Reilly Auto Parts

<b>NUMBER</b>	<b>CATEGORY</b>	<b>PRICE DISCOUNTS</b>
1	AIR CONDITIONING	List Less 41% or Better
2	ALTERNATORS AND STARTERS	List Less 41% or Better
3	BATTERIES	List Less 41% or Better
4	BEARINGS, BALL AND ROLLER	List Less 41% or Better
5	BELTS AND HOSES	List Less 41% or Better
6	BRAKES	List Less 41% or Better
7	ELECTRICAL AND IGNITION	List Less 41% or Better
8	EMISSIONS AND EXHAUST	List Less 41% or Better
9	ENGINE AND DRIVE TRAIN	List Less 41% or Better
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	List Less 41% or Better
11	GASKETS AND SEALS	List Less 41% or Better
12	HEATING AND COOLING (ENGINE)	List Less 41% or Better
13	LAMPS AND LIGHTING AND MIRRORS	List Less 41% or Better
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	List Less 41% or Better
15	PUMPS, FUEL AND WATER	List Less 41% or Better
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	List Less 41% or Better
17	WIPERS/WASHERS	List Less 41% or Better
18	SHOP SUPPLIES & EQUIPMENT	List Less 41% or Better
19	WINTER ACCESSORIES	List Less 41% or Better

## Napa Discounts

EXHIBIT C - CATEGORY DISCOUNTS.xlsx

NUMBER	CATEGORY	PRICE DISCOUNTS
1	AIR CONDITIONING	39%
2	ALTERNATORS AND STARTERS	47%
3	BATTERIES	35%
4	BEARINGS, BALL AND ROLLER	49%
5	BELTS AND HOSES	50%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	49%
8	EMISSIONS AND EXHAUST	43%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	52%
11	GASKETS AND SEALS	40%
12	HEATING AND COOLING (ENGINE)	44%
13	LAMPS AND LIGHTING AND MIRRORS	50%
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	45%
15	PUMPS, FUEL AND WATER	50%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	50%
17	WIPERS/WASHERS	49%
18	SHOP SUPPLIES & EQUIPMENT	45%
19	WINTER ACCESSORIES	50%

**State of Missouri  
Office of Administration  
Division of Purchasing and Materials Management  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve products and services available to state agency users. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product Purchased (include Item No's., if available):** \_\_\_\_\_

**Rating Scale:** 5 = Excellent, 4 = Good, 3 = Average, 2 = Poor, 1 = Fails to meet expectations

Product Rating	Rate 1-5, 5 best
Product meets your needs	
Product meets contract specifications	
Pricing	

Contractor Rating	Rate 1-5, 5 best
Timeliness of delivery	
Responsiveness to inquiries	
Employee courtesy	
Problem resolution	
Recall notices handled effectively	

Comments: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Title: \_\_\_\_\_ Agency: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 573/526-9816, or mail to:**

Office of Administration  
Division of Purchasing and Materials Management  
301 West High Street, RM 630  
PO Box 809  
Jefferson City, Missouri 65102  
**You may also e-mail form to the buyer as an attachment at**  
[jason.kolks@oa.mo.gov](mailto:jason.kolks@oa.mo.gov)



## NOTICE OF CONTRACT RENEWAL

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC190255001	CONTRACT TITLE Automotive Parts, Immediate Need - Statewide
AMENDMENT NUMBER 001	CONTRACT PERIOD July 20, 2019 through July 19, 2020
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 4406180120 0 / MB00026333
CONTRACTOR NAME AND ADDRESS O'Reilly Automotive Stores Inc PO Box 1156 Springfield, MO 65801	STATE AGENCY'S NAME AND ADDRESS Various Agencies Throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  Contract CC190255001 is hereby amended pursuant to attached renewal document from the State of Oklahoma, dated 5/2/19.	
BUYER Jason Kolks	BUYER CONTACT INFORMATION Email: Jason.kolks@oa.mo.gov Phone: (573) 522- 1620 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 7-17-19
DIRECTOR OF PURCHASING Karen S. Boeger	



05/02/2019

Dear Awarded Supplier,

Oklahoma Statewide Contract SW0307A was awarded with the base agreement period commencing 07/27/2016 and ending 07/19/2017 with four (4) options to renew for one-year periods. The State of Oklahoma is requesting to renew the above contract for the period of 7/20/2019 through 7/19/2020.

Please indicate your firm's response to this request and return by email.

- Yes, our firm will renew the contract pricing and terms on the above listed contract.  
 No, our firm will not renew the contract pricing and terms on the above listed contract.

Federal Employer / Tax Identification Number: 44-0618012

PeopleSoft Identification Number: 0000022443

Company Name: O'Reilly Automotive Stores, Inc. dba O'Reilly Auto Parts

Address: 233 S Patterson

City: Springfield State: Missouri

Zip Code: 65802

Email: probids@oreillyauto.com

Roanen Barron, Senior Bid Analyst

5/2/19

Name / Title

Date

Signature

Send response electronically to the email address below of the contracting officer by: May 10, 2019

Contracting Officer Name: Theresa Johnson

Contracting Officer Phone: (405) 521 - 2289

Contracting Officer Email Address: theresa.johnson@omes.ok.gov

OMES CP FORM 228 - Purchasing / Rev. 01/2019