

**NATIONAL COOPERATIVE PURCHASING ALLIANCE
O'REILLY AUTO ENTERPRISES, LLC DBA O'REILLY AUTO PARTS
RFP #26-19**

CITY OF MERCED

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kimberly Amy 10/8/21
City Attorney Date

301683 PO# 142765
ACCOUNT DATA:

BY: [Signature]
Verified by Finance Officer 10299

Funds to be enumerated as needed. 10/8/21

070-1103-532-36-00 PL 10/8/21

Not to exceed \$60,000.00



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Friday, December 6th, 2019

O'Reilly Auto Enterprises, LLC. Db a O'Reilly Auto Parts
ATTN: Chuck Rogers
233 S. Patterson
Springfield, MO 65802

Dear Chuck:

Region XIV Education Service Center is happy to announce that O'Reilly Auto Enterprises, LLC. Db a O'Reilly Auto Parts has been awarded an annual contract for Automotive Parts based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2022. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and O'Reilly Auto Enterprises, LLC. Db a O'Reilly Auto Parts.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Shane Fields".

Shane Fields
Region XIV, Executive Director

Request for Proposal (RFP) for Automotive Parts

Solicitation Number: 26-19

Publication Date: Tuesday, October 8th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, November 19th, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, November 12th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Automotive Parts for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Automotive Parts, respondents are encouraged to submit an offering on any or all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Automotive Parts

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 26-19

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Automotive Parts.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 - Master Agreement / Signature Form
- Tab 2 - NCPA Administration Agreement
- Tab 3 - Vendor Questionnaire
- Tab 4 - Vendor Profile
- Tab 5 - Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 - Value Added Products and Services
- Tab 9 - Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____

Company: _____

Address: _____

City, State, Zip: _____

Solicitation Name and Number: _____

Due Date and Time: _____

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the **negligence, gross negligence, or willful misconduct actions** of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- ~~Certificates~~ Proof of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. ~~The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies.~~ The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ ~~Prevailing Wage~~

- ~~It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.~~

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

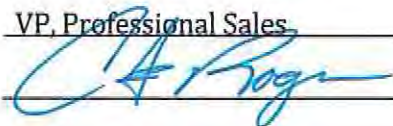
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the ~~pricings~~ proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to ~~pricings~~, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

~~Prices~~ Discounts are guaranteed for the term of the Agreement. : ~~120 days~~

Company name O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
Address 233 S. Patterson
City/State/Zip Springfield, MO. 65802
Telephone No. (417) 829-5879
Fax No. (417) 874-7199
Email address probids@oreillyauto.com
Printed name Chuck Rogers
Position with company VP, Professional Sales
Authorized signature 

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and O'Reilly Auto Enterprises, LLC ("Vendor").
dba O'Reilly Auto Parts

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 6, 2019 referenced as Contract Number 05-42, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Automotive Parts;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

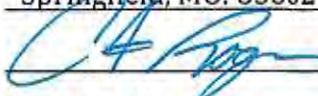
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. ~~No more than once per calendar year, and during normal business hours~~, NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount ~~and shall be obligated to reimburse NCPA's costs and expenses for such audit.~~

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- ~~Awarded vendor agrees to allow~~ NCPA ~~may not~~ to use ~~the awarded vendor's~~ their name and logo within website, marketing materials and advertisement ~~without the awarded vendor's express, written permission~~. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:		Vendor:	O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
Name:	<u>Matthew Mackel</u>	Name:	<u>Chuck Rogers</u>
Title:	<u>Director, Business Development</u>	Title:	<u>VP, Professional Sales</u>
Address:	<u>PO Box 701273</u> <u>Houston, TX 77270</u>	Address:	<u>233 S. Patterson</u> <u>Springfield, MO. 65802</u>
Signature:	<u></u>	Signature:	<u></u>
Date:	<u>December 6, 2019</u>	Date:	<u>10/22/19</u>

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> South Dakota |
| <input checked="" type="checkbox"/> Arizona | <input checked="" type="checkbox"/> Michigan | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> California | <input checked="" type="checkbox"/> Mississippi | <input checked="" type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> Missouri | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> Montana | <input checked="" type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input checked="" type="checkbox"/> Nebraska | <input checked="" type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> Nevada | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> New Hampshire | <input checked="" type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> New Jersey | <input checked="" type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> New Mexico | |
| <input checked="" type="checkbox"/> Idaho | <input checked="" type="checkbox"/> New York | |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> North Carolina | |
| <input checked="" type="checkbox"/> Indiana | <input checked="" type="checkbox"/> North Dakota | |
| <input checked="" type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Ohio | |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Oklahoma | |
| <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Oregon | |
| <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> Pennsylvania | |
| <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Springfield, State of Missouri

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct Certified education/government reseller

Authorized Distributor Manufacturer marketing through reseller

Value-added reseller Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Roanen Barron / Suzanne Parks

Title: Senior Bid Analyst / Accounts Receivable Manager

Company: O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts

Address: PO Box 1156 / PO Box 9464

City: Springfield State: Missouri Zip: 65801

Phone: (417) 829-5879 / 829-5856 Email: probids@oriellyauto.com / arremmit@oreillyauto.com

▪ Purchase Orders

Contact Person: Roanen Barron
 Title: Senior Bid Analyst
 Company: O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
 Address: 233 S. Patterson
 City: Springfield State: MO Zip: 65802
 Phone: (417) 829-5879 Email: probids@oreillyauto.com

▪ Sales and Marketing

Contact Person: Roanen Barron
 Title: Senior Bid Analyst
 Company: O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
 Address: 233 S. Patterson
 City: Springfield State: MO. Zip: 65802
 Phone: (417) 829-5879 Email: probids@oreillyauto.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

In some instances

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Will provide upon award of contract.	Confidential		

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



Tab 4 – Vendor Profile

Company's official registered name:

O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts

History:

O'Reilly Auto Parts officially started in the auto parts business in Springfield, Missouri, in November of 1957. However, the O'Reilly family experience in the automotive parts business may be traced back to a much earlier time before Charles F. O'Reilly and one of his sons, Charles H. (Chub) O'Reilly made the decision to form their own company. On December 2, 1957 they opened the first store with 13 employees at 403 Sherman in Springfield. Their sales totaled \$700,000 in 1958, their first full year of business. Due to the hard work and ability of the original employees, several of whom were stockholders in the company, the business grew and prospered from its very first year.

By 1961, the company's volume had reached \$1.3 million – the combined volume of O'Reilly Automotive Distributors, a division formed to serve independent automotive jobbers in the area. In March of 1975, annual sales volume rose to \$7 million, and a 52,000-square-foot facility at 233 S. Patterson was built for the O'Reilly/Ozark warehouse operation. By that time, the company had nine stores, all located in southwest Missouri.

The long range plans and stability of the company were solidified by a public offering of company stock in April 1993. And from 1997 to 2005 the company grew through numerous mergers and acquisitions. O'Reilly continues to solidify its base through strategic acquisitions of regional suppliers such as the Bond Auto Parts acquisition in 2017 and the Bennett Auto Supply acquisition of 2019.

O'Reilly currently operates in 47 states, with more than 5,200 stores and 29 distribution centers, thus ranking it in the top two auto parts distributors in the United States. Total sales for O'Reilly stores were over \$9 billion for the year ending 2018. The company continues to plan for growth and expansion, projecting the addition of 200 new locations by the end of 2019. O'Reilly is uniquely poised for growth as it pursues an aggressive strategy of capturing both Retail sales and Professional customer accounts.

Dun & Bradstreet number:

03-114-1534

Company's organizational chart of those individuals that would be involved in the contract:

- Roanen Barron, Senior Bid Analyst – Contract, Pricing and Services
- Ernie Hamilton, Bid Analyst II – Reporting and Account Maintenance
- Misty Burge, Bid Analyst I – Purchase Orders
- O'Reilly has thousands of sales force team members and store managers nation-wide that would be involved in promoting this contract through daily customer interactions. If O'Reilly is awarded the contract, we would be happy to provide this information as well, if desired.



Corporate office locations:

O'Reilly Auto Parts corporate offices are located at 233 S. Patterson, Springfield, MO. 65802

O'Reilly maintains more than 5,300 store locations and 29 distribution centers within 47 states within the US and has recently acquired interests in Mexico. All O'Reilly locations are corporately owned for consistency in availability, warranty, customer satisfaction and presentation. A list of locations by city and state can be found at <https://www.oreillyauto.com/locations>.

Standard payment terms:

O'Reilly offers a prompt payment discount of 2% 10, net 20 (excluding credit card payments).

Marketplace competition:

O'Reilly's competition consists of any automotive aftermarket dealer or retail outlet. Our most notable competitors are NAPA Auto Parts, Advance Auto Parts, Autozone, Pep Boys, Bumper-to-Bumper among others.

What sets O'Reilly apart?

O'Reilly is the dominant auto parts retailer in all of our market areas. From our roots as a single store in 1957 to our current size of more than 5,300 locations nation-wide, we've come a long way and we're still growing. We are enthusiastic, hardworking professionals who are dedicated to teamwork, safety/wellness and excellent customer service. We practice expense control while setting an example of respect, honesty and a win-win attitude in everything we do. Every one of our locations are company owned. This means, no matter where you are, in an O'Reilly store you get the same great level of customer care and commitment from our team members along with unmatched availability of parts and nation-wide warranty coverage.

How will O'Reilly market this contract if awarded?

O'Reilly will utilize our sales force, consisting of more than 700 territory sales managers along with hundreds of Service Specialists, to promote this contract. Each one of these team members works in a different markets and are required to make a certain number of sales calls each day. Part of their responsibility is to help our Public Sector customers become aware of the Cooperative Purchasing programs available to them through O'Reilly. We have a direct link from our professional customer portal that allows customers to access the NCPA registration page. We will promote NCPA at all of our trade shows that we attend across the United States.

How will O'Reilly introduce NCPA internally?

O'Reilly has been an NCPA vendor for several years now. We will continue to provide awareness regarding our relationship with NCPA through:

- Bi-Weekly Conference Calls with Sales Team Members
- Weekly and Monthly Internal Publications
- E-mails and phone calls to Sales team members
- Consultations with Sales team members and customers through our Public Sector Sales Support team
- Internal Training Courses
- Intranet content to help educate and guide our team members in the conversations with customers
- Flyers

Online catalog/ordering website capabilities and functionality:

With the O'Reilly online customer portal, located at www.firstcallonline.com, you get access to our online catalog/ordering website. FirstCallOnline is specifically designed and built to meet the needs of our professional customers whether in the private or public sectors. FirstCallOnline gives you access to more than 2.3 million parts and over 6,200 part types. With FirstCallOnline, customers can utilize a number of useful tools:

- Parts Interchange and Application Look up
- Parts Ordering & History
- Surrounding Store and DC part availability
- VIN Scan capability
- Canned or Package jobs
- Vehicle documents
- Component locations
- Wiring Diagrams
- Installation instructions
- Technical service bulletins
- Vehicle guides
- Vendor documents
- Warranty information
- Special offers and custom programs
- View and Pay Statements
- Stock order replenishment

Customer Service:

Depending on the issue, O'Reilly will utilize our local stores as contacts for most customer service issues. This give the customer the benefit of our extended operating hours which go well beyond the typical work day hours as well as support on weekends. The local store will have the relationship with the customer and will be able to handle most issues. In the event a local store cannot satisfy the needs of the customers, the customer may reach out to our customer satisfaction department at our corporate offices in Springfield, MO. by calling 888-874-6759 Option 4. Their hours are as follows:



- Spring, Summer & Fall – 7:00 AM to 8:00 PM (Central Time Zone)
- Winter – 7:00 AM to 7:00 PM (Central Time Zone)

Vendor Certifications

N/A

Green Initiatives



ENVIRONMENTAL SUSTAINABILITY



6,749,800 RECYCLED
LEAD-ACID BATTERIES



1,760,000 RECYCLED
USED MOTOR OIL FILTERS



7,744,190 GALLONS RECYCLED
USED MOTOR OIL

Living Green at O'Reilly Auto Parts

Our business is one that fits naturally with environmental sustainability. We Live Green at O'Reilly Auto Parts by helping you keep your cars running efficiently, extending miles per gallon and extending the life of your car. Each day, our Team Members conserve resources and reduce operating costs through recycling and intentional energy conservation. We offer convenient drop-off locations for used oil, oil filters, batteries, radiators and other parts as well as other programs that remove hazardous waste from our environment. Our environmental awareness includes actions taken across the spectrum of our operations from Corporate Offices, Distribution Centers and Stores to our Delivery Fleets and Solar Project initiatives.



Living Green at O'Reilly Corporate Offices:

- High efficiency HVAC units.
- Office lighting motion sensors.
- LED lighting (approximate 40% energy savings in corporate office expansion with retrofit of other office space planned).
- Installation of Low-E glass in corporate office buildings (approximate 25% energy savings).
- Energy management system to efficiently control heating, cooling and lighting.
- Toner cartridge recycling
- Recycling old computers, monitors and printers

O'Reilly Corporate Office Recycling Efforts:

Recycled in 2018	Approximate Recycled	Equivalent Savings
Paper (office paper, magazines and newspapers)	279 - Tons	4,800 trees, 70,000 lbs CO2 absorbed, 1,140,000 kWh energy, 105,000 gallons of oil, 930 cubic yards of landfill space, 1,950,000 gallons of water, 17,000 pounds less air pollutants, 75% energy savings vs. new paper



Living Green at O'Reilly Distribution Centers:

- Newer DCs use LED lighting (approximate 40% energy savings) and older DCs are transitioning to LED lighting.
- Newer DC roofs are white Duralast Membrane for solar reflectivity with R30 insulation general
- Installation of WattStopper motion sensors on internal lighting.
- Installation of external lighting photo sensors a timed industrial fans.

O'Reilly Distribution Centers Recycling Efforts:

Recycled in 2018	Approximate Recycled	Equivalent Savings
Cardboard (baled/compacted)	10,953 - Tons	186,000 trees, 2,700,000 lbs CO2 absorbed, 4,300,000 kWh energy, 504,000 gallons of oil, 99,000 cubic yards of landfill space 24% energy savings vs. new cardboard
Pallets (recycled and returned to Suppliers)	1,065,835 - Pallets	133,000 trees, 2,000,000 lbs CO2 absorbed annually
Paper (office paper, magazines and newspapers)	98 - Tons	1,700 trees, 25,000 lbs CO2 absorbed, 402,000 kWh energy, 37,000 gallons of oil, 300 cubic yards of landfill space, 690,000 gallons of water, 5,900 pounds less air pollutants, 75% energy savings vs. new paper
Metal (rotors, brake pads, radiators, etc.)	10,937 - Tons	7,000,000 kWh energy, 830,000 gallons of oil, 44,000 cubic yards landfill space, 25% energy savings vs. new metal
Plastic (shrink wrap and strapping)	274 - Tons	1,600,000 kWh energy, 188,000 gallons of oil, 8,000 cubic yards c landfill space, 88% energy savings vs. raw materials
Wood scrap (not pallets)	22 - Tons	350 trees, 5,000 lbs CO2 absorbed
Totes (high quality recyclable plastic)	303 - Tons	1,700,000 kWh energy, 208,000 gallons of oil, 9,000 cubic yards c landfill space, 88% energy savings vs. raw materials
Industrial Batteries	139 - Tons	



Living Green at O'Reilly Distribution Centers Delivery

Fleet:

- Onboard computers monitor driver behavior and vehicle performance resulting in fuel savings.
- Routing system minimizes miles driven between DC and stores.
- On-going driver scorecards and coaching to reinforce actions that reduce fuel usage.
- Tractor mix purchases that minimize fleet fuel usage.
- Advanced air fairing package on tractors to reduce fuel usage.



Living Green at O'Reilly Auto Parts Stores:

- Replacing less fuel efficient and higher CO2 producing delivery vehicles with more fuel efficient models.
- Installation of high efficiency HVAC units with 33% energy savings over previous HVAC units
- Installation of Low-E window glass (approximate 25% energy savings).
- Installation of interior and exterior LED lighting (approximate 40% energy savings) with reduced landfill materials.
- Energy management system to efficiently control heating, cooling and lighting (approximate 20% energy savings).
- Core product returns are collected for remanufacturing (alternators, starters, A/C Compressors, etc.).
- Waste bucket program that segregates damaged or leaking chemical containers for proper disposal.
- Reduced use of single use plastic bags in selected states.



- Dumpster lid locking program to control hazardous waste disposal at O'Reilly locations (in selected states)
- Enhanced training to facilitate recognition and enhanced management of hazardous and universal waste. (in selected states)
- Enhanced waste bucket program that includes neutralized lead acid battery electrolyte. (in selected states)
- Trash bag inspection program to ensure segregation of bucket program and other special handling programs. (in selected states)
- Drain box program to enhance used oil collection containers and maximize recycling of used oil. (in selected states)
- Third party dumpster audits to ensure proper handling and disposal of waste and universal waste. (in selected states)

O'Reilly Store Recycling Efforts:

Recycled in 2018	Approximate Recycled	Equivalent Savings
Consumer Vehicle Lead-Acid Batteries	6,749,800 batteries	171,000,000 lbs recycled lead, 35% energy savings vs. new metal, 340,000 cubic yards of landfill space, 20,000,000 lbs recycled plastics 88% energy savings vs. raw materials
Used Motor Oil Filters	7,056 - 55 gallon drums	1,760,000 uncrushed filters, 1,760,000 lbs recyclable steel, 138,000 gallons residual oil, 344,000 quarts new motor oil, equivalent 5,800,00 gallons crude oil
Used Motor Oil	7,744,190 gallons	19,400,000 quarts new motor oil, Equivalent 325,000,000 gallons crude oil, 67% less energy to refine vs. crude

Not all recycling services are offered at every location. **Check your local store for available services and more details.**



O'Reilly Solar Initiatives:

O'Reilly Auto Parts currently has a total of 4,246 solar panels in use. As a result, it is expected for the solar panels to produce approximately 2,100,000 kWh of electricity annually which translates to approximately 200 average U.S. households electrical energy needs met, or an offset of approximately 176,675 gallons of gasoline consumed.

- Solar panels were added to selected stores in Southwest Missouri in 2015.
- Solar panels were added to selected stores in South Carolina in 2017.
- Solar projects are under review for stores in Hawaii and North Carolina.
- Solar projects are under review for our Corporate Headquarters and select Distribution Centers.



O'Reilly Solar Investments:

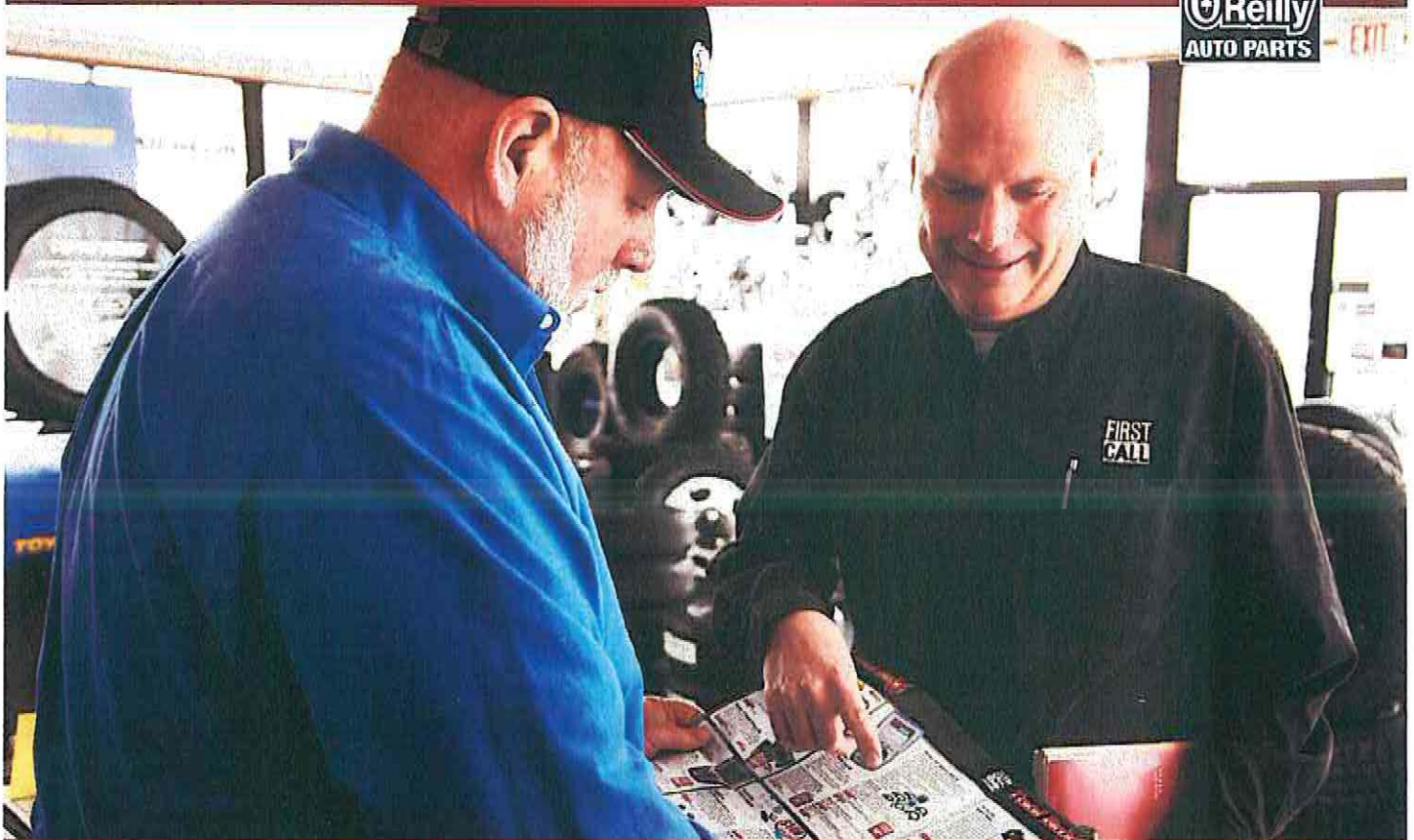
During 2018 O'Reilly became the lone investor in six North Carolina solar farms with a total of 147,822 solar panels in use. As a result, it is expected the solar panels will produce approximately 52,000,000 kWh of electricity annually which translates to meeting approximately 5,000 average U.S. households electrical energy needs, or an offset of approximately 4,100,000 gallons of gasoline consumed.



Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Automotive Parts categories. List all categories along with manufacturer that you are responding with:
 - ◆ Accessories - Interior & Exterior
 - Air Conditioning
 - Battery & Accessories
 - Belts & Hoses
 - Body & Trim
 - Brakes
 - Charging & Starting
 - Cooling & Heating
 - Engine Parts & Mounts
 - Exhaust
 - Filters & PVC Valves
 - Fuel & Emissions
 - Hardware & Fasteners
 - Ignition & Tune-up
 - Lighting & Electrical
 - Oil, Fluids & Chemicals
 - Performance
 - Suspension & Steering
 - Tire & Wheel
 - Tools & Shop Equipment
 - Transmission & Transaxle
 - Truck & Towing
 - Waxes & Washers
 - Wiper Blades
 - Additional Products
- ◆ In your response, please describe your company's procedures for the following:
 - Battery and Radiator Core Charges (including pick-up & delivery)
 - Delivery Time for stock and non-stock parts
 - Delivery Time for emergency parts
 - Return Policy
- ◆ In your response, please describe your company's procedures for the following services if offered
 - Used Oil and Battery Recycling
 - Battery Testing
 - Custom Hydraulic Hose
 - Electrical & Module Testing
 - Loaner Tool Program
 - Drum/Rotor Resurfacing
 - Machine Shop
 - Paint Shop & Mixing

The **FirstCall** Factor



- A full line of the highest quality auto parts
- Consistent competitive Installer pricing
- Same day or overnight delivery from our distribution centers
- Dedicated Sales Representatives
- Unidentified delivery truck service from our store to your door
- Professional Parts People
- Tool and shop equipment supplier
- Certified Auto Repair Membership
- 2% charge account discount when remitted by the 10th each month
- Mitchell1 Shop Management System plus earnbacks
- FirstCall Online - online parts ordering with earnbacks
- Extended hours of service
- Technical and business management training
- On-demand daily returns pick up
- Monthly specials and promotions for the professional only

**CHECK
ENGINE**

What O'Reilly FirstCall **DOES NOT** offer...

In-store diagnosing of engine codes. O'Reilly First Call recognizes that your customer's safety can depend on professional diagnostics and quality parts. In our eyes, when it comes to diagnosing engine codes, we leave that to the Professional Installer.

Over 60 Years of Service to the Professional

Programs Designed for the Professional

We are committed to helping you grow, train and market your shop. Electronic online ordering, professional training programs and marketing services are just a few of the many reasons why you should make O'Reilly Auto Parts your FirstCall for Auto Parts.



Everything you need to grow and market your business. Featuring:

- Nationwide Warranty Program
- Discounted shop insurance
- Custom signage
- Shop training
- ASE Certification reimbursements and more!



Designed to give you a quick and easy ordering method. Now with multiple search options, images, and OE information. Simply log on, look up and order the parts you want.

www.firstcallonline.com



Training is an investment in the future. All O'Reilly Real World Training clinics are 100% technician training, delivered by the best instructors in the country. Last year alone, over 10,000 technicians attended one or more Real World Training clinics. Ask your sales person for more details and a list of classes in your area.



Shop Management Software, Labor Estimating Guides and automatic repair information. O'Reilly Auto Parts and Mitchell1 are on the leading edge of combining electronic parts look-up and ordering into superior management products.



Tab 5 – Products and Services

Automotive Parts Categories offered by O'Reilly:

- Air Conditioning
- Battery & Accessories
- Belts & Hoses
- Body & Trim
- Brakes
- Charging & Starting
- Chassis
- Cooling & Heating
- Driveline
- Electrical
- Engine Parts & Mounts
- Exhaust
- Filters & PVC Valves
- Fuel & Emissions
- Hardware & Fasteners

- Ignition & Tune-up
- Interior Accessories
- Lighting & Electrical
- Oil, Fluids & Chemicals
- Paint & Body Supplies
- Performance
- Shop Supplies
- Suspension & Steering
- Tire & Wheel
- Tools & Shop Equipment
- Transmission & Transaxle
- Truck & Towing
- Waxes & Washers
- Wiper Blades
- Fleet & Heavy Duty

We have also included a copy of our 2019 Line Card at the end of this section.

Procedures:

- Battery and Radiator Core Charges (Including pick-up & delivery) – Core pick-ups will occur as needed; hourly, daily or weekly. O'Reilly will tailor the pick-up schedule to meet the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-recoverable condition will not receive credit for the core charge.
- Delivery – Delivery times vary by store and customer location as we have some customers in rural areas that may be several miles away from a servicing store. All O'Reilly stores receive nightly stock replenishment deliveries from our distribution centers Monday-Friday. Typically, most stock items are delivered within one hour. Most non-stock items can be delivered within 1-2 business days. Special or factory orders will be delivered by appointment according to the lead time and availability of the manufacturer.
- Emergency Delivery - "Hot Shot" or emergency delivery is available upon request at no additional charge. Delivery times will vary by store and customer location. Most deliveries will be within one hour. When emergency delivery is required, we move their delivery ahead of any other scheduled deliveries.

- Return Policy – O'Reilly will give full credit of the purchase price for items that are returned unused, undamaged, in original packaging and in resalable condition. A 20% restocking fee may apply, at store manager's discretion, for return of damaged, obsolete or non-resalable items. All returns will be picked up within seven days of notification by either writing, fax or email.

Value Add Services:

- Used Oil and Battery Recycling - O'Reilly uses Safety Kleen as a vendor to recover all of our used oil. Customers may go to any O'Reilly location and dispose of, up to 5 gallons of oil per day, free of charge. It is required that containers are returned to customers. They are required to sign a log with the quantity they are recycling. Environmental laws can vary by state and city and in some urban locations some stores cannot recycle oil. It is best to contact your local store for details. Batteries are also recycled at no charge at participating locations.
- Battery Testing – Customers can bring in their battery to most O'Reilly stores for a complete diagnostic check at no charge. The local store will determine if the battery is about to fail or if it is completely dead. Customers are encouraged to contact their local store to see if that store participates.
- Custom Hydraulic Hose – O'Reilly has hoses and fittings to fill most needs customers may have. Custom-made hydraulic hoses can currently be made at participating locations. Customers are encouraged to contact their local store to see if that store participates.
- Electrical & Module Testing – We can test your alternator on or off your vehicle to determine where you may have a problem. Most locations are also able to test starters. Customers are encouraged to contact their local store to see if that store participates. NOTE: Ignition control module testing is prohibited by law in California and Hawaii.
- Loaner Tool Program – The loaner tool program is available at all O'Reilly locations. The tool offering is broad enough to cover just about any job. The program does require a deposit which is fully refunded once the tool is returned. Tool availability will vary from store to store so we would encourage customers to contact their local store for a complete list of loaner tools.
- Drum/Rotor Resurfacing – Most of our locations will turn vehicles drums or rotors and will do it while you wait. We have trained team members in our stores that can resurface these high-wear items. Customers are encouraged to call their local store when this service is needed.
- Machine Shop – If customers are into building their own engine, or if their repair shop needs to have something machined, one of our specialized machine shops can help. These shops have the ability to refurbish crankshafts, cylinder heads, blocks, and more with only a few days turnaround time in the shop's general vicinity. Customers are encouraged to contact their local store to see if that store participates.
- Paint Shop & Mixing – Participating stores have a full-line automotive, fleet and industrial paint supplies along with a huge inventory of auto body supplies, tools and collision repair equipment. They stock industry leading products such as 3M, Evercoat, Hutchins, Nason, Sata and many other quality lines. Products vary by market and location. Customers are encouraged to contact their local store to see if that store participates.



2019 LINE CARD

UNMATCHED AVAILABILITY

- The highest quality auto parts
- Premium auto body refinishing materials
- The latest import and domestic applications
- Professional quality tools and equipment
- Fleet and heavy-duty parts and accessories
- Shop supplies, cleaners, lubricants, fluids and more

PARTS | PAINT & BODY | FLEET | TOOLS | CHEMICALS

**MAKE US YOUR FIRST CALL
FOR ALL YOUR REPAIR NEEDS**

Filters (continued)

WIX
 Air Filters
 Cabin Air Filters
 Fuel Filters
 Hydraulic Filters
 Oil Filters

Fuel

AI Cardone
 Bosch
 Dorman
 Gates
 Import Direct
 Precision
 Standard/Intermotor
 Stant
 Throttle Bodies
 Throttle Bodies
 Fuel Lines
 Fuel Hoses
 Fuel Pumps
 Throttle Bodies
 Fuel Pumps
 Fuel Filler Necks
 Fuel Tank Straps
 Fuel Tanks
 Sending Units
 Fuel Injectors
 Injector Pumps
 Throttle Bodies
 Fuel Caps

Interior Accessories

AI Cardone
 Custom Accessories
 Dorman Products
 Sachs
 Window Lift Motors
 Floor Mats
 Heavy-Duty Seat Covers
 Clock Springs
 Gauges
 Impact Sensors
 Interior Door Handles
 Power Seat Motors
 Tachometers
 Vent Window Motors
 Window Lift Motors
 Window Regulators
 Window Switches
 Lift Supports

Lighting

ANZO
 Dorman Products
 Ecco
 Eiko Lighting
 nVision
 Optronics
 Sylvania
 TYC
 Wolo
 Performance Lighting
 3rd Brake Light
 Safety Lighting
 Emergency Lighting
 Headlight Capsules
 Mini-Bulbs
 Fog Lights
 Driving Lights
 LED Light Bars
 Trailer Lights
 Headlight Capsules
 HID Bulbs
 LED Mini-Bulbs
 Mini-Bulbs
 Sealed Beams
 Lighting Assemblies
 Safety & Emergency Lighting

Ride Control

Arnott
 KYB
 MasterPro
 Monroe
 Rancho
 Air Suspension
 Shocks
 Struts
 Strut Mounts
 Complete Strut Assemblies
 Shocks
 Struts
 Shocks

Steering

Cardone Select
 Dorman Products
 Import Direct
 MasterPro
 MOOG
 Precision
 New Power Steering Pumps
 Intermediate Steering Shafts
 Steering Knuckles
 Sway Bars
 Power Steering Hose
 Fittings
 Pumps & Gears
 Rack & Pinions
 Steering Gears
 Steering Parts
 Power Steering Hose

Tire & Wheel

Dorman Products
 Laclède
 Perfect Equipment
 Schrader
 VDO
 X-tra Seal
 Wheel Studs & Nuts
 Tire Chains
 Wheel Weights
 TPMS Sensors
 TPMS Sensors
 Tire Repair Products
 Valve Stems

Visibility

AI Cardone
 Bosch
 Dorman Products
 K-Source
 Rain-X
 Sylvania
 Trico
 Wiper Motors
 Wiper Blades
 Wiper Transmissions/Arms
 Interior/Exterior Mirrors
 Wiper Blades
 Bulbs
 Wiper Blades/Arms

FLEET & HEAVY-DUTY

Air Conditioning

Murray
 Blower Motors
 Climate Control

Brakes

Bendix
 BrakeBest Heavy-Duty
 BrakeBest Select
 Gates Corporation
 Globetech Mfg.
 KIC
 MICO Incorporated
 Performance Friction
 Tectran
 Wagner
 World American
 Brake Pads
 Air Dryers
 Air Valves
 Brake Boosters
 Brake Calipers
 Brake Chambers
 Brake Hardware
 Brake Hoses
 Brake Pads
 Brake Shoes
 Compressors
 Master Cylinders
 Spring Brakes
 Trailer Brakes
 Wheel Cylinder Kits
 Wheel Cylinders
 Drums
 Electric Trailer Brake Shoes
 Rotors
 Air Brake Tubing
 Fittings
 HD Brake Parts
 Trailer Parts
 Brake Drums
 Brake Locks
 Air Disc Brakes
 Severe-Duty Pads
 Severe-Duty Rotors
 Air Products
 Brake Pads
 Brake Hardware

Chassis

MOOG
 Chassis

Cooling

Dorman Products
 Gates Corporation
 Hayden
 MasterPro
 Murray
 Coolant Tanks
 Coolant Tubes
 Belts
 Hoses
 HD Belt Tensioners
 Fans
 Water Pumps
 Cooling Fan Assemblies
 Gaskets
 Radiator Caps
 Thermostats
 Water Pumps

Diesel Exhaust Fluid

O'Reilly
 Peak
 Diesel Exhaust Fluid
 BlueDEF Diesel Exhaust Fluid
 Diesel Exhaust Fluid Equipment

Drivetrain

Dual Dynamics
 Monroe
 National
 Perfect Equipment
 Power Torque
 Precision
 Schrader
 World American
 Tire Equalizers
 Shocks
 Bearings
 Hub Caps
 Installation Tools
 Seals
 Wheel Weights
 AT/MT Transmissions
 Clutch Kits
 Transfer Cases
 PTO Components
 U-Joints
 Yokes
 TPMS
 Air Springs
 Clutches
 Wheel Attaching Parts

Electrical

Cole Hersee
 Conduct-tite
 Littellfuse
 Novita
 Standard
 Super Start
 Tectran
 Wilson
 Electrical Parts
 Butt Connectors
 Switches
 Terminals
 Circuit Breakers
 Fuses
 SGF
 Flashers
 Battery Accessories
 Battery Cables
 Primary Wire
 Switches & Relays
 Batteries
 Battery Accessories
 Booster Cables
 Commercial Batteries
 Electrical Products
 Alternators
 DC Motors
 Starters

Engine

Anchor
 Fel-Pro
 FP Diesel
 Mahle/Clevite
 Power Bond
 Sealed Power
 SPI
 Zerostart
 Motor Mounts
 Gaskets
 Diesel Engine Components
 Diesel Engine Kits
 Engine Kits
 Harmonic Balancers
 Engine Kits
 Oil Pans
 Engine Heaters

Engine Management

AI Cardone
 Autolite
 Champion
 Dorman Products
 Import Direct
 Standard
 Brake Boosters
 Brake Calipers
 Injectors/Turbos
 Glow Plugs
 Glow Plugs
 Instrument Clusters
 Ignition Wires
 Ignition & Switches
 Relays
 Solenoids
 Wire Sets

Exhaust

Magnaflow
 Nickson
 ROL-Tech
 Walker
 Catalytic Converters
 Exhaust Accessories
 Exhaust Accessories
 Exhaust Mufflers & Pipes

Exterior Accessories

Dorman HD Parts
 Globetech Mfg.
 K-Source
 Tectran
 Door Handles
 Headlights
 Hood Springs
 Mud Flaps
 Mirrors
 Air Tanks

Filters

MicroGard
 WIX Filters
 PCV
 Air Filters
 Cabin Filters
 Fuel Filters
 Oil Filters

Fuel

Gates
 Howes
 Import Direct
 Lucas
 Peak
 Power Service
 Precision
 SPI
 Standard
 Stant
 Fuel Hoses
 Diesel Fuel Supplement
 Fuel Pumps
 Diesel Additives
 BlueDEF Diesel Additives
 Diesel Additives
 Fuel Pumps
 Fuel Tanks
 Sending Units
 Fuel Injectors
 Injector Pumps
 Fuel Caps

Interior Accessories

Carrand
 Dorman HD Parts
 Fans
 Door Handles
 Fans



Lighting

Dorman Products
Ecco
Eiko Lighting

Optronics
Sylvania

TYC
Unity
Wolo

Lubrication

BP Autran Oil
Chevron
Lucas Oil

Green Grease
MasterPro
Mobil

Motorcraft
Mystik

O'Reilly
Royal Purple
Shell
Valvoline

Ride Control

Monroe

World American

Steering

Dorman Products
MasterPro

Monroe
MOOG
Specialty Products

Towing & Cargo Management

Ancra
BrakeBest
Hopkins

Master Lock
Reese

Tekonsha
Wolo

Visibility

303 Products
Al Cardone

Bosch
K-Source

Orion
Rain-X

Trico

Sylvania
Windex

3rd Brake Lights
Safety Lighting
Headlight Capsules
Mini-Bulbs
Trailer Lighting
Headlight Capsules
LED Mini-Bulbs
Mini-Bulbs
Sealed Beams
Lamp Assemblies
Vehicle Spot Lights
Emergency Lighting

Allison-approved Synthetic ATF
Delo HD Diesel Engine Oil
Fuel Additives
Gear Oil
Grease
Hydraulic Fluid
Oil Additives
Grease
Grease
Delvac HD Diesel Engine Oil
Grease
HD Diesel Engine Oil
Grease
HD Diesel Engine Oil
HD Diesel Engine Oil
Grease
Rotella HD Diesel Engine Oil
Grease
Premium Blue HD Diesel Engine Oil

Cab Shocks
HD Shocks
Air Bags
Suspension

Air Bag Clock Springs
Pumps & Gears
Racks & Pinions
Steering Stabilizers
Steering
Alignment Products

HD Cargo Management
Trailer Brakes
Towing Adapters
Towing Connectors
Towing Security
Ball Mounts
Balls
Cargo Management
Trailer Brake Controllers
Trailer Hitches
Towing Security
Trailer Brake Controllers
Backup Alarms

Washer Fluid Tablets
Window Motors
Wiper Motors
Wiper Blades
Mirrors
Replacement Glass
West Coast Mirrors
Flares
Windshield Washer Fluid
Wiper Blades
Washer Pumps
Wiper Blades
Bulbs
Windshield Washer Fluid

PAINT, BODY & EQUIPMENT

Abrasives

3M
Homax
MasterPro Refinishing

Abrasives
Steel Wool
Abrasives

Adhesives & Sealants

3M

Adhesives
Metal Bonding
Plastic Repair
Structural Adhesives
Adhesives

SEM

Body Fasteners

Disco
Heli-Coil

Automotive Hardware
Pop Rivets

Body Fillers

3M

Bondo

Spreaders
Fillers
Spreaders
Fillers
Body Supplies
Fillers
Putties
Body Plastics
Body Fillers

Clausen
Dynatron
Evercoat

MasterPro Refinishing
U-Pol

Detailing

3M

Gerson

MasterPro Refinishing

Meguiar's

Compounds
Tack Rags
Compounding Pads
Polishing Pads
Cleaners
Foam Pads
Polishes
Waxes
Appearance Products
Detailing Products
Wiping Systems
Cleaning Products
Detailing Products

Mothers

RBL

Sontara

Superior Products

Masking Paper & Tape

3M

Marson

MasterPro Refinishing

RBL Products

Striping Tape
Wheel Maskers
Masking Papers
Plastic Sheeting
Masking Products

Paint Guns & Accessories

3M

Binks

DeVilbiss

SATA

Sharpe

Vaper

PPS - Adapters, Cups & Lids
Spray Equipment
Spray Equipment
Spray Equipment
Spray Equipment
Paint Guns

Paint Mixing/Measuring

E-Z Mix

Mixing Buckets
Mixing Cups
Paint Strainers

Gerson

Preps & Primers

Clausen

MasterPro Refinishing

Nason

Transtar

U-Pol

Primers
Primers
Reducers
Thinners
Primers
Reducers
Primers
Reducers
Primers

Safety & Protection

SAS Safety Corp

Eye/Face Protection
Hearing Protection
Latex/Nitrile Gloves
Spray Hoods

Shop Equipment

AFC Finishing Systems

Blackhawk
Challenger
Champion
Chief

Cyclone
Firepower

Infratech
Milton

Motor Guard

Robinair

Rotary

Save Phase Welding

Sharpe

Uni-Ram

Viledon

Specialty Coatings

Dupli-Color

Evapo-Rust

Herculiner

Klean-Strip

Mar-Hyde

MasterPro Refinishing

SEM

U-Pol

Mix Rooms
Paint Booths
Prep Stations
Porto-Power
Lifts
Air Compressors
Dent Repair
Frame Pullers
Spot Welder
Air Paint Shakers
Plasma Cutters
Welding Accessories
Welding Helmets
Welding Tools
Curing Systems
Filters
Gauges
Lubricators
Regulators
Air Dryers
Stud Guns
A/C Equipment
Lifts
Welding Helmets & Accessories
Air Filters
Gun Cleaners
Booth Filters

Tools

Hutchins

Ingersoll Rand

Keysco

Milton

Performance Tool

Pro MotorCar

RBL Products

S&G Tool Aid

Steck Manufacturing

Sunex

Titan Tools

Air Tools
Hand Sanders
Air Tools
Body Shop Tools
Masking Machines
Air Accessories
Air Tools
Heat Guns
Paint Thickness Gauge
Prep Pen
Touch Up Brushes
Air Accessories
Body Shop Tools
Body Shop Tools
Air Tools
Hand & Specialty Tools

Topcoats & Clearcoats

(Available in select markets)

Axalta

Dupli-Color

Krylon

MasterPro Refinishing

Nason

PPG

SEM

Sikkens

Spies-Hecker

Standox

Transtar

Refinishing Products
Aerosol Paint
Touch-up Paints
Aerosol Paint
Activators
Clears
Refinishing Products
Refinishing Products
Vinyl Paints
Refinishing Products
Refinishing Products
Refinishing Products
Refinishing Products

Visibility

K-Source

Motormite

TYC

Unity

Mirrors
Headlight Adjusters
Lenses
Lighting Assemblies
Vehicle Spot Lights



TOOLS & EQUIPMENT

Diagnostics

Autel	Diagnostic Tools
Auto Meter	Test Equipment
Bosch	Diagnostic Tools
GreatNeck	Smoke Machines
MAHLE	Diagnostic Tools
Midtronics	Test Equipment
OTC	Diagnostic Tools
Pro Flex	Smoke Machines
Redline	Diagnostic Tools
Smoke Pro	Diagnostic Tools

Shop Equipment

ACDelco	Air Compressors Creepers Lifting Equipment Work Carts Sand Blasters
ALC	
Ammco	Brake Lathes
Ancra	Cargo Management
Battery Tender	Battery Chargers
Bayco	Extension Cords Reel Lights Shop Lights Spray Equipment Creepers Lifting Shop Presses
Binks	Nitrogen Machines
Blackhawk	Strut Compressors Pressure Washers Aligners Tire Changers Wheel Balancers Lifts
Branick	Compressors
Camspray	Smart Washers
CEMB	Frame Machines Measuring Systems Welders
Challenger	Labor & Repair Manuals
Champion	Lifts
ChemFree	Tire Changers
Chief	Wheel Balancers
Chilton	Portable Cooling
COATS	Shop Exhaust Systems Work Gloves Spray Equipment Cabinets Fans Heaters
Cool-Space	Toolboxes
Crushproof	Transfer Pumps & Meters
Custom Leathercraft	Welding
DeVilbiss	Air Hoses
Durham MFG	Air Tools
EnergyLogic	Extension Cords
Extreme Tools	Lifts
Fill-Rite	Evaporative Coolers
Firepower	Fans
Flexzilla	Creepers
Forward Lifts	Lifting
GreatNeck	Shop Presses
Hein-Werner	Riveters
Heli-Coil	Thread Repair Kits

Shop Equipment (continued)

Highland	Aluminum Ramps
Hofmann	Aligners Brake Lathes Lifts Tire Changers Wheel Balancers
Hopkins	Funnels & Drain Pans
IPA	Specialty Tools
Ken-Tool	Bench Vises Tire & Wheel Tools
Lincoln Industrial	Lubrication Oil Drains
Lisle	Creepers Specialty Tools & Equipment Torches A/C Equipment Locks Gloves Tools & Test Equipment
Magna Torch	Air Fittings
MAHLE	Vehicle Service Equipment
Master Lock	Forced-Air Heaters
Mechanix Wear	A/C Tools & Equipment
Mityvac	Fans
Milton Industries	Shop Equipment
MotorVac	Inverters
Mr Heater	Evaporative Coolers
Murray	Air Compressors
OEM	On-the-Car Brake Lathes
OTC	Generators
Peak	Pressure Washers
PortaCool	Cargo Securing
Power Torque	Ramps
Pro-Cut	A/C Equipment
Pulsar	Lifts Gloves Safety Products
Reese	Spray Equipment
RhinoGear	Welding Helmets & Accessories
Robinair	Booster Pacs
Rotary	Professional Battery Chargers
SAS Safety Corp	Spray Equipment Air Tools Lift Equipment Work Carts
SATA	LED Worklights
Save Phace Welding	A/C Instruments
Schumacher	Creepers
Sharpe	Toolboxes
Sunex	Drum Dollies
TerraLux	Drill Bits
TIF Instruments	Taps & Dies
Traxion	Specialty Tools
Waterloo	Air Tools
Wesco	Vise Grips & Tools Hand & Specialty Tools Chisels Pry Bars Punches Air Dryers Stud Guns Specialty Tools Air Tools Specialty Tools
Tools	
Century Drill & Tool	
GearWrench	
Ingersoll Rand	
Irwin Industrial	
Kastar/Lang	
Mayhew	
Motor Guard	
OTC	
Performance Tool	

Tools (continued)

Power Torque	Hand Tools
S & G Tool Aid	Specialty Tools
Sheffield	Knives
Specialty Products	Alignment Tools
Sunex	Air Tools Impact Sockets Hand & Specialty Tools Leak Detection Tools Hand & Specialty Tools Blow Guns Inspection Cameras Air Accessories Tire Repair TPMS Tools
Titan Tools	
Tracer	
UltraSteel	
Vaper	
Whistler	
X-tra Seal	

SHOP SUPPLIES

20/10 Products	Windshield Washer Fluid
3M	Paint and Body Products
Aiken Chemicals	Purple Power Degreasers Purple Power Hand Cleaners
AlumaSeal	Chemicals
Armor All	Protectants
Bar's Leaks	Additives
Bardahl	Chemicals
Beck/Arnley	Antifreeze Hydraulic Fluid Motor Oil Chemicals Bleche Wite Sealants Appearance Chemicals Body Supplies Brake Fluid Brake Parts Cleaner Paint Wash Brushes Gear Oil Motor Oil Motor Oil Delo Motor Oil Fuel Additives Chemicals Fuel Tank Liner Spray Paint Appearance Chemicals Oil Absorbent Rust Remover Drawer Liners Fender Covers Aerosol Tire Inflators Corrosion Control and Lubricant Diesel Additives Lubricants Sealers Sealants Hose Clamps Washroom Paper Towels Hand Cleaners Epoxy Super Glue Tape Synthetic Grease
Berryman	
Black Magic	
Blue Devil	
Blue Magic	
Bondo	
BrakeBest	
Brite Touch	
Carrand	
Castrol	
Champion Brands	
Chevron	
CRC	
Damon	
Dupli-Color	
Eagle One	
EP Minerals	
Evap-O-Rust	
Fenco	
Fix-A-Flat	
Fluid Film	
FPFF	
Free All	
Gasgacinch	
Gasoila	
Gates	
Georgia-Pacific	
GOJO	
Gorilla Glue	
Green Grease	



Shop Supplies (continued)

Gumout
Gunk

HEET
Hot Shot's Secret
Howes
Hy-Per Lube
Interdynamics
J-B Weld

Joe's
Johnsen's
K-Seal
K&W
Kafko

KO Manufacturing
Klean-Strip
Kleen-Flo
Krylon
Legacy Manufacturing
Lifter-1
LubeGard

Lubriplate
Lucas Oil

Marvel Oil
MasterPro

Mechanix Wear
Meguiar's

Mercury Quick Silver
Milton
Mobil 1

Mothers
Motorcraft

Motorkote
Mystik

National
Nature's Broom
No Touch
Nu Finish
O'Reilly

Oil-Dri
PB B'laster

Peak

Perfect Equipment
Pennzoil
Pentosin

Permatex

Chemicals
Chemicals
Floor Cleaners
Chemicals
Diesel Additives
Diesel Additives
Additives
A/C Refrigerants & Service
Cold Weld
Epoxies
Hand Cleaner
Chemicals
Sealant
Chemicals
Cleaner
Degreaser
Chemicals
Chemicals
Chemicals
Spray Paint
Flexilla Air Hoses
Cleaner
Power Steering Fluid
Transmission Additives
Grease
Chemicals
Diesel Additives
Grease
Motor Oil
Slick Mist - Detailers
Additives
2 & 4 Cycle Oil
Bar Chain Oil
Chemicals
Gear Lube & Grease
Gloves
Cleaners
Foam Pads
Polishes
Waxes
Marine Lubricants
Air Couplers & Fittings
Delvac Motor Oil
Motor Oil Synthetic
Grease
Appearance Chemicals
Brake Fluid & Additives
Motor Oil
Transmission Fluid
Oil Additive
Grease
Motor Oil
2 Cycle Marine Oil
Tape
Bio-based Oil Dry
Tire Care
Polish
Antifreeze
Brake Fluid
Brake Parts Cleaner
Car Wash
Carb & Choke Cleaner
Diesel Exhaust Fluid
Fuel Injector Cleaner
Motor Oil
Power Steering Fluid
Transmission Fluid
Windshield Washer Fluid
Oil Absorbent Products
Lubricants
Parts Wash
Penetrants
Antifreeze
BlueDEF Diesel Exhaust Fluid
BlueDEF Diesel Additives
Final Charge Antifreeze
Fleet Charge Antifreeze Diesel
Wheel Weights
Motor Oil
Antifreeze
Brake Fluid
Hydraulic Fluid
Transmission Fluid
Hand Cleaner
Sealing Products

Shop Supplies (continued)

Petoskey Plastics
Paper Floor Mats
Steering Wheel Covers
Value Seat Covers
Diesel Additives
Antifreeze
Brake Fluid
Chemicals
Powering Steering Fluid
Oil Additives
Brake Fluid
Hydraulic Fluid
Motor Oil
Transmission Fluid
Additives
Appearance Chemicals
Windshield Washer Fluid
Engine Additives
Additives
Additives
Chemicals
Grease
Motor Oil
Transmission Fluid
Gloves
Safety Equipment
Applicators
Brushes
Detailing Cloths
Hose Nozzles
Microfiber Towels
Shop Towels (Viking)
Sponges
Wash Mitts
Paper Products
Shop Towels
Additives
Shell
Simple Green

Slick 50
Slime
Sprayway
STA-BIL
Sta-Lube

Stanadyne
Stoner
STP
SuperClean
Superior Products
Talsol Corp
Traction Melt
TruFuel

Tub O' Scrub
Tub O' Towels
Turtle Wax
Valvoline

VersaChem
VHT
WD-40
Windex
Winter-Eez
Xtra-Seal
Zerex
Z-Max

Power Service
Prestone

Prolong
Pure Guard

Rain-X

Restore
Rislon
Royal Purple

SAS Safety Corp.

Schroeder & Tremayne

Oil Additives
Brake Fluid
Chemicals
Powering Steering Fluid
Oil Additives
Brake Fluid
Hydraulic Fluid
Motor Oil
Transmission Fluid
Additives
Appearance Chemicals
Windshield Washer Fluid
Engine Additives
Additives
Additives
Chemicals
Grease
Motor Oil
Transmission Fluid
Gloves
Safety Equipment
Applicators
Brushes
Detailing Cloths
Hose Nozzles
Microfiber Towels
Shop Towels (Viking)
Sponges
Wash Mitts
Paper Products
Shop Towels
Additives
Rotella Motor Oil
Cleaners
Degreaser
Oil & Fuel Additives
Tire Sealer
Glass Cleaner
Fuel Additives & Stabilizers
Grease
Lubricants
Diesel Additives
Appearance Chemicals
Chemicals
Cleaning Products
Detailing/Cleaning Products
Cleaners
Ice Melt
Pre-mixed Fuel (40:1 & 50:1)
4 Cycle Fuel
Hand Cleaner
Heavy-Duty Wipes
Appearance Products
Chemicals
Grease
Motor Oil
Transmission Fluid
Sealants & Adhesives
Paint
Lubricants
Windshield Washer Fluid
RV Antifreeze
Tire Repair
Antifreeze/Coolants
Oil Additives

SPECIALTY PRODUCTS**Agriculture**

ANCRA
BrakeBest Select

Fel-Pro
Fill-Rite
Gates

Goldenrod
Hoppy
Krylon
MasterPro

Murray

National
Optronics

Peak

Precision
Reese
SpeeCo

Super Start
Wilson

WIX

HD Cargo Management
Electric Trailer Brake Shoes
Trailer Brake Assemblies & Parts
Gaskets
Transfer Pumps, Meters & Nozzles
Belts & Hoses
Hydraulics
Fluid Transfer Filters
Trailer Accessories
Farm & Implement Paint
Bearings & Seals
Trailer Hubs
A/C Compressors
Radiators
Water Pumps
Bearings & Seals
Tractor Lighting
Trailer Lighting
Diesel Exhaust Fluid Equipment
U-Joints & PTO Components
Towing
Draw Bars & Pins
Hitch Pins
Batteries
Alternators
Starters
Air Filters
Cabin Filters
Fuel Filters
Hydraulic Filters
Oil Filters

Performance

Accel Ignition
AEM Filters
Airdad Filters
Auto Meter Gauges
Auto Racing Product (ARP)
B&M Transmission Kits
BBK Performance
Bilstein Shocks & Struts
Bully Dog Programmers
Comp Cams
Design Engineering
Edelbrock
Edge Products Programmers
Energy Suspension
Equus Gauges
FLEX-A-LITE Fans
Flowmaster Exhaust
Flowtech Exhaust
Grand Steering Wheels
Holley
Hurst Shifters
Hypertech Performance Programmers
Intellitronix
K&N Filters
Mallory Ignition
Marshall Genuine Products
Moroso
Mr. Gasket Performance
MSD Ignition
Performance Friction
Pertonix
Russell
Spectre Performance
Superchips
Trail Master Shocks
VDO Gauges

Marine

Attwood Marine Products
Dual-Marine Radios & Speakers
Kidde-Marine Fire Extinguishers
Mercury QuickSilver Marine Lubricants
Sierra Marine Parts
Wilson Starters & Alternators, Trim & Tilt Motors
WIX Filters



INS 2999FC

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 8 – Products and Services

Additional Value Added Products and Services:

In addition to the traditional resources, products and services required in this solicitation, O'Reilly offers a variety of additional valuable services which enhance the choice of O'Reilly as a vendor for Region 14 ESC and NCPA participating entities:

- ✓ Ability to procure items from vendors outside of O'Reilly Auto Parts for more convenience sourcing.
- ✓ Online Parts ordering through FirstCallOnline. Includes the ability to see what products are available at surrounding O'Reilly stores.
- ✓ Commodity and Shop specials – Monthly and quarterly specials designed for automotive shops to help save money on items purchased with greater frequency.
- ✓ Inventory Support – Every O'Reilly store receives a nightly replenishment from their servicing Distribution Center allowing them to maintain a high level of in-stock items.
- ✓ Training Courses – Online webinars and Real World Training courses provide top tier training to technicians at a reasonable cost.
- ✓ Stock order management and shop system integration through FirstCallOnline.
- ✓ Special market product availability – O'Reilly has a growing inventory of parts for Fleet, Heavy Duty, Agriculture, Hydraulic and Marine vehicles. We also offer annual school bus promotional items.



**FIRST
CALL**

DEDICATED TO THE PROFESSIONAL

First Call Online is O'Reilly Auto Parts online catalog for professional customers, providing various tools and resources for customer success.

Parts Ordering Features

The screenshot shows the First Call Online website interface. At the top, there are navigation tabs: **Catalog Lookup**, **Stock Order**, **Manage Customers**, **Quotes & Orders**, and **Part Interchange**. Below the navigation is a search bar with the text "Enter Part Type, Item #, or Brand Name" and a "Go To Quote" button. On the left, there are three input sections: "Add Vehicle" with a dropdown, "Lookup By License Plate" with a state dropdown (MO) and a "Go" button, and "Enter Vin Number" with a text input field (i.e. 19UYA31561L000000) and a "Go" button. Below these is "Enter Year, Make, Model" with a "Select Year" dropdown. The main content area displays a table of "Recent Vehicles" with columns for Date, VIN, License Plate #, and Vehicle. The table contains five rows of data, with the last row having a "Remove All" link.

Date	VIN	License Plate #	Vehicle	
12/27/2017	N/A	N/A	2009 Chevrolet Silverado 2500 HD	✕
12/27/2017	N/A	N/A	2004 Chevrolet Silverado 2500 HD	✕
12/27/2017	N/A	N/A	2002 Dodge Dakota	✕
12/27/2017	N/A	N/A	1991 Mazda Miata	✕
12/27/2017	1FTSW21R38EA33606	AB06005	2008 Ford F-250 Super Duty	✕

Catalog Lookup – Provides part look up options including Most Popular items, All Parts Types and Package Jobs.

Stock Order – Allows customers to do a Quick Order of parts or build stocking lists that can be saved in the system for quick reordering.

Search Box – One of the most popular methods for finding parts is the Search Box. Using the search feature allows customers to type the part you are looking for, select from a drop down selection or do a keyword search to find a part for a specific application.

Vehicle Data Entry Options – First Call Online allows customers to find the right parts for the right vehicle, the first time. There are multiple ways for vehicle information to be added:

- Year, Make, Model – Choose the Year, Make and Model from a drop down selection.
- VIN Number – Enter the 17 digit VIN number to fill in important attribute needs.
- License Plate Decoding – Enter the vehicle's license plate number to pull the VIN number for decoding.
- VIN Scan Mobile Application – Using your mobile device, you can scan the VIN code from the vehicle and it will transfer to First Call Online.

Shop Management System Integration – First Call Online has the ability to connect to over 45 different Shop Management Systems. This allows customers to bring over part numbers and cost to your system allowing you to better manage your day to day tasks and offer more to your customers.

The logo for Mitchell1, featuring the word "Mitchell" in a bold, italicized, black font with a white outline, and the number "1" in a large, bold, yellow font with a black outline.The logo for SmartEquip, with "Smart" in black and "Equip" in yellow. A wrench icon is integrated into the letter "i" of "Equip". Below the logo is the tagline "Be Ready." in black.The logo for WHI nexpart, featuring the letters "WHI" in a stylized, italicized font with a red and blue gradient, followed by "nexpart" in a black, italicized font with a red underline. A small wrench icon is at the end.The logo for EPICOR, with the word "EPICOR" in a bold, blue, sans-serif font.

Special Features

Quote & Orders History – First Call Online will retain quotes and ordering history for future reference. You can also search time frames or keywords within that history.

Promotion Enrollment - O'Reilly Auto Parts offers several promotions to professional customers. First Call Online provides a section devoted to promotion enrollment where customers may view and enroll in the current First Call Promotions and Parts Payoff.

ePublications – This section ensures customers are viewing the latest catalogs and provides the ability to search quickly through entire catalogs for keywords.

Shop Referral – Shop Referral allows our professional customers to provide details about the services they offer through our O'Reilly Auto Parts retail site.

Vehicle Data/Specs – This section contains specific vehicle information such as specifications, component locations, wiring diagrams, installation instructions, technical service bulletins, vehicle guides, and vendor documents.

Service Documents – To help our professional customers save time and money, First Call Online provides Vehicle Inspection and Night Drop forms to be printed as needed.

Billing Statements – Customers using a charge account can find electronic copies of their invoices as well as monthly summaries of their purchases through their First Call Online account.

Online Bill Pay – Customers can pay their bill online from the convenience of their computer using a checking account.

Pricing Matrix & Tax and Labor Rates – Professional customers have the ability to offer their customers a standard list price based on a set percentage mark up or pricing matrix. Through First Call Online, tax and labor rates can also be set to provide a detailed quote for service.

COMMODITY SPECIALS



DEDICATED TO THE PROFESSIONAL

DEDICATED TO THE PROFESSIONAL SINCE 1957

PRICES VALID 9/15/19 - 10/14/19



LIMIT 10 CASES



Valvoline® CONVENTIONAL
Provides excellent engine protection in all climates.

\$4.99* PER QUART (Case qty. 6)

\$24.95* Per 5qt jug (Case qty. 3)
*Must purchase case or more for sale price.



Valvoline® HIGH MILEAGE
Formulated for engines over 75,000 miles.

\$4.99* PER QUART (Case qty. 6)

\$24.95* Per 5qt jug (Case qty. 3)
*Must purchase case or more for sale price.



Valvoline® FULL SYNTHETIC
Formulated for maximum engine protection.

\$5.79* PER QUART (Case qty. 6)

\$28.95* Per 5qt jug (Case qty. 3)
*Must purchase case or more for sale price.



Valvoline® FULL SYNTHETIC HIGH MILEAGE
With maximum technology.

\$5.99* PER QUART (Case qty. 6)

\$29.95* Per 5qt jug (Case qty. 3)
*Must purchase case or more for sale price.

STOCK UP

SAVE BIG

BlueDevil RADIATOR FLUSH

Restores efficiency to vehicles by helping remove grease, rust, grime or any other buildup that occurs during normal vehicle use. Specially formulated coolant flush works well in all vehicles, especially those with high mileage.

\$6.49

BLD 00204 32 oz.

SAVE \$1



HEAD GASKET FIX

Contains a combination of antifreeze compatible sealing liquids and gasket sealing particles that penetrate gaps and cracks to permanently stop leaks.

- Stops block leaks
- Seals cracked cylinder heads
- Repairs blown head gaskets

\$22.99

BAR 1111 24 oz.



ZEREX THE RIGHT OF COOLANT FORMULA FOR YOUR VEHICLE



\$2 OFF PER GALLON

SAVE \$12 PER CASE

LIMIT 10 CASES 6 GALLONS PER CASE

ALL ZEREX™ 50/50 ANTIFREEZE/COOLANT GALLONS

ZEREX™ is the technology leader with OEM approved chemistries by GM, Chrysler, Ford, Mercedes-Benz, VW, BMW, Saab, Audi, Volvo, Porsche and many others.

- AFZ 861398 Gallon
- AFZ 888374 Gallon
- AFZ 888418 Gallon
- AFZ G05-50/50 Gallon
- AFZ G30-50/50 Gallon
- AFZ G40-50/50 Gallon
- AFZ G48-50/50 Gallon
- AFZ 675130 Gallon



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SHOP SPECIALS

O'Reilly **FIRST CALL**
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GENERAL REPAIR • PAINT & BODY • FLEET & HEAVY-DUTY • TRAILER BRAKE

OCTOBER 2019

FREE



*On Ultima & Ultima select rotating electrical products. See your sales representative for details.

METAL SHOP SIGN



36" x 10.5"

WITH \$300 PURCHASE OF
ULTIMA OR ULTIMA SELECT
ROTATING ELECTRICAL PRODUCTS

ULTIMA

**ULTIMA
SELECT**

Limit one per account. For details and enrollment, visit FirstCallOnline.com. Please allow 8-10 weeks for fulfillment.

ACDelco

40" STEEL CREEPER

- Full length cushion with padded headrest that adjusts to four positions for comfort
- 2-1/2" ball bearing swivel casters
- Dimensions: 40" x 16-1/2" x 4"

\$49⁹⁹

AC 34802

SAVE
\$5



ROLLER SHOP STOOL

- Rust resistant finish for longer tool life
- Vinyl padding adds comfort and resists stains
- Heavy-duty steel frame construction provides strength and durability
- Convenient segmented tool / parts tray

\$44⁹⁹

AC 34803

SAVE
\$10



Lisle

HD CIRCUIT TESTER

- Heavy-duty circuit tester for lifetime use
- Quickly tests low voltage up to 12 volts
- Probe, handle, cord and clamp are reinforced for extra durability
- Comes with a strain relief spring on the cord

\$11⁹⁹

LIS 28400

SAVE
\$2



POWER

3/8" CORDLESS IMPACT DRIVER

Compact driver delivers 100 ft./lbs. of torque.

- No-load speed of 2400 RPM
- 12 Volt 20 Ah lithium ion battery
- Built-in battery indicator

\$59⁹⁹

PTT PTT0003

SAVE
\$5



O'Reilly AUTO COLOR

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O'Reilly FLEET & HEAVY

REAL WORLD TRAINING SERIES



DEDICATED TO THE PROFESSIONAL SINCE 1957



100% SATISFACTION GUARANTEED
FIX MORE CARS IN LESS TIME

INCREASE YOUR KNOWLEDGE • LEARN NEW TECHNIQUES • SHARPEN YOUR SKILLS • EXPAND YOUR PROFITS

Electronic Transmission Diagnosis

Transmissions are controlled by the engine control system and use many of the same sensors. Many apparent transmission faults are caused by the engine controls. For example, misfire and surging can feel like a transmission fault. The technician must be able to determine if the problem is in the engine or the transmission. Some transmission shifting faults can be solved by a driveability technician as well.

The goal of this class is to prepare the aftermarket technician to diagnose these problems and make the repair. This will enable the shop to increase their scope of repair to include transmissions.

For more information regarding the above topic, please visit www.bwdrealworldtraining.com to access a short video explaining the details of what will be covered.

CLASS INFORMATION:

INSTRUCTOR:
Victor Hernandez

LOCATION:
Joe Allen's BBQ
301 S 11th St
Abilene, TX 79602

LINE CODE:
TEC

DATE:
Tuesday, January 22, 2019
6:00 pm – 10:00 pm
(Meal Served at 5:30 pm)

CONTACT:
Kevin Flanagan @ (325) 480-6364

PART NUMBER:
ABILENE1

Cost is \$94.95 per tech

WWW.FIRSTCALLONLINE.COM



STOCK MANAGER

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SAVE TIME, MONEY AND MAKE YOUR INVENTORY WORK FOR YOU!



STOCK MANAGER BENEFITS:

- Keeps your inventory up to date
- Eliminate obsolete inventory from sitting on your shelves
- Monthly discount for online stock orders
- Electronic reporting from your servicing store
- Flexible stock adjustments
- Electronic tracking of your inventory
- Make sure you have the correct inventory on the shelf

CALL YOUR LOCAL SALES REPRESENTATIVE TODAY!

FIRSTCALLONLINE.COM

GATES BELTS AND HOSES

For the past century Gates® has been powering progress as one of the world's leading parts manufacturers in the automotive industry, working with virtually every Original Equipment Manufacturer worldwide to design products for new vehicles as they are being developed. From timing belts to Micro-V AT belts, tensioners and hoses, for both import and domestic vehicles, install with confidence, install Gates.



WIX FILTERS

WIX® is one of the world's top filtration manufacturers, producing quality products for the automotive, diesel, agricultural, industrial and specialty filter markets. They are the leader in aftermarket and original equipment filter design.



BRAKEBEST SELECT FRICTION

BrakeBest® Select sets the standard for brake system maintenance and repair. These products are made from premium quality materials. Whether you need brake pads, drums or rotors you can count on BrakeBest® Select to deliver quieter, smoother stopping power, longer life and greater resistance to warping for years of safe and reliable performance.



TRICO WIPER BLADES

For more than 90 years, TRICO® has been a global leader in wiper technology, providing reliable, innovative wiper blade products that come through at the moment you need them most. TRICO® is proud that their windshield wiper products protect more drivers on the road in North America than any other wiper manufacturer.

ENGINEERED BY **TRICO**



MICROGARD FILTERS

MicroGard® offers dependable and quality products at a competitive price for our customers. All MicroGard filters carry a one-year limited warranty. We carry a wide variety of filters, including oil filters, air filters, fuel filters, cabin air filters and pcV for all popular late model passenger cars and light trucks.



FARM PRODUCTS



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2019



9-LED WORK LAMP

- 1450 lumens
 - 27 watt
- ECC E92006



8-LED FLOOD BEAM

- 1000 Lumens
 - Features aluminum heatsink housing and acrylic lens
- ECC E92005



31 SERIES BATTERIES



SSB 31-5T



SSB 31HD-T



6-LED WORK LIGHT

- 4" housing
 - 1200 lumens
 - 14-gauge, 10" lead
- OPT TLL144FSL



9-LED WORK LIGHT

- 1042 lumens
 - 14-gauge 10" lead and ground wire
- OPT TLL46CFBP



COMPLETE TRAILER BRAKE ASSEMBLIES



- BB EB01-100 10" assemblies LH
- BB EB01-105 10" assemblies RH

- BB EB01-120 12" assemblies LH
- BB EB01-125 12" assemblies RH



1-3/8" OVER-RUNNING CLUTCH

SPC S16063000



1 TO 1-3/4" USEABLE LENGTH DRAW PIN

SPC S07020200



3/4" DIAMETER HITCH PIN

SPC S70053200



DRAW BAR

SPC S04010100



HITCH PIN

SPC S07105200



7/16" DIAMETER LYNCH PIN

SPC S07091300



6-SPLINE PTO YOKE

PRE 1291



BEARINGS

PART#	BORE ID	Width	Description
BCA PWG1R	1"	1.75"	CAST IRON PILLOW BLOCK BEARING
BCA PWG1 1/2R	1.5"	1.01563"	CAST IRON PILLOW BLOCK BEARING
BCA PWG1 1/4R	1.25"	1.9063"	CAST IRON PILLOW BLOCK BEARING
BCA FWG1R	1"	4.7813"	4 BOLT FLANGE BEARING
BCA NPS108RPC	1.5"	1.7188"	INNER RING BALL BEARING

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INDUSTRIAL SUPPLIES

O'Reilly | **FIRST CALL**
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THICKSTER™ DISPOSABLE GLOVES

• Box of 50

- SAS 6602 Medium
- SAS 6603 Large
- SAS 6604 X-Large
- SAS 6605 XX-Large

POWDER-FREE

- SAS 6603-20 Large
- SAS 6604-20 X-Large



DERMA-PRO® FOOD PROCESSING EQUIPMENT GLOVES

• Box of 100

- SAS 66541 Small
- SAS 66542 Medium
- SAS 66543 Large
- SAS 66544 X-Large
- SAS 66545 2X-Large



EMERGENCY EYEWASH STATION

SAS 5134-00

EYE WASH PRESERVATIVE

SAS 5136-01



SOFT FOAM EAR PLUGS

SAS 6100 1Pair



CORDED EAR PLUGS

SAS 6101



PELTOR™ OPTIME™ EARMUFF

MMM H6B/V



POLYPROPYLENE DISPOSABLE COVERALLS

- SAS 6843 Large
- SAS 6844 X-Large
- SAS 6845 3X-Large



CLEANER/DEGREASER

- SCN 101723 6gallon
- SCN 101724 2.5gallon



DIAMONDBACKS SAFETY GLASSES

- SAS 540-0210 Black Frame/Clear Lens
- SAS 540-0103 Gray Frame/Smoke Mirror Lens



POLYPROPYLENE SHOE COVERS

SAS 6883L Box of 300



SHOP TOWELS

SCO 75130 Case qty 30



PENETRATING CATALYST

- With sprayer
- PBB 128PB Gallon



HOSE CLAMP ASSORTMENT

Includes:

- 5/16" BANDS WITH 1/4" SCREWS
(20) Size 4 (20) Size 6
- 9/16" BANDS WITH 5/16" SCREWS
(20) Size 10 (20) Size 12 (10) Size 20
(20) Size 28 (10) Size 36

MHC MPRA101

MORE THAN JUST AUTO PARTS

LET US BE YOUR FIRST CALL FOR INDUSTRIAL SUPPLY NEEDS



FIRSTCALLONLINE.COM

11S 3127 FC

YOUR MARINE PARTS SUPPLIER

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2019

**NATIONWIDE
1.866.830.4351
WARRANTY**



SUPER START - 12 VOLT MARINE

Description	BCI Group #	Part #	(J) Part #	Marine Cranking AMPS (CA) @ 32 F.	Reserve Capacity @ 80 F
Starting	24	SSB CAPTAIN	SSB CAPTAINJ	675/625	90/95
Starting	24	SSB 24MS	SSB 24MSJ	1000	130/135
Starting	27	SSB 27MS	SSB 27MSJ	1050/1000	182
Deep Cycle	24	SSB 24DCM	SSB 24DCMJ	530/550	75/140
Deep Cycle	27	SSB 27DCM	SSB 27DCMJ	610/600	90/160
Deep Cycle	31	SSB 31DCM	SSB 31DCMJ	690/675	105/210
Deep Cycle	27	SSB 27MAGM		900	175
Dual Purpose	34	SSB 34MAGM		890	120

SUPER START - 12 VOLT MARINE POWERSPORTS

Description	Part #	AH (Amp-Hour)	Cold Cranking AMPS (CCA) @ 0 F.	Dimensions (inches)
AGM-Ready to install	SSB ETX14	12	220	5-7/8 x 3-7/16 x 5-3/4
AGM-Ready to install	SSB ETX15	13	220	5-1/4 x 3-1/2 x 6-9/16
AGM-Ready to install	SSB ETX16	19	325	6-7/8 x 4 x 6-1/8
AGM-Ready to install	SSB ETX20L	17.5	310	6-7/8 x 3-7/16 x 6-1/8
AGM-Ready to install	SSB ETX30LA	26	400	6-5/8 x 5-3/16 x 7-3/4

Super Start Marine batteries are available in both Starting and Deep Cycle varieties.

Starting – Designed for reliable, quick starts in any marine engine.

Deep Cycle – Delivers deep discharges of power for marine and recreational applications.

Current spec sheets available at your local store.

Sta-Bil® 360° MARINE ETHANOL FUEL TREATMENT

GOE 22239 8 oz GOE 22240 32 oz



Quicksilver® 2-CYCLE OUTBOARD OIL

MER 2CYCLE-1 Gallon



Lucas Oil Products® ETHANOL FUEL CONDITIONER WITH STABILIZERS

LUC 10670 5.25 oz



Mystik® 2-CYCLE MARINE OIL

MYS JT4-2CYCLE-1 Gallon



JB Weld® MARINEWELD MARINE EPOXY

JBW 8272 2 oz



JB Weld® WATERWELD SPECIALLY FORMULATED EPOXY PUTTY

JBW 8277 2 oz.



O'Reilly AUTO COLOR
PAINTS & SUPPLIES

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O'Reilly FLEET & HEAVY
TRUCKS & EQUIPMENT

SCHOOL BUS



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BULK REFILL PROGRAM AVAILABLE

BlueDEF

FACTORY DIRECT



DIESEL EXHAUST FLUID REFILLABLE BULK TOTES

• Shipped filled with BlueDEF

55 GALLON DRUM
DEF 55GAL

275 GALLON TOTE
DEF 275GAL

330 GALLON TOTE
DEF 330GAL

MICRO MATIC RSV DISPENSE COUPLER

For use with stainless steel valve on BlueDEF totes. Stainless steel construction. Built with ISO 22241 compatible materials.

Must be used between DEF totes and pump.
DEF DEF744-048

*Must purchase separately



DRIVEALIGN TENSIONERS



PART #	PULLEY TYPE	APPLICATIONS
GAT 38510	Smooth	International/Navistar
GAT 38511	Smooth	Thomas Built and Bluebird
GAT 38513	Smooth	Bluebird and Thomas Built
GAT 38514	Smooth	Bluebird and International/Navistar
GAT 38516	Serpentine	Thomas Built and Bluebird
GAT 38620	Smooth	International/Navistar
GAT 38702	Smooth	International/Bluebird



FleetRunner



MICRO-V SERPENTINE BELTS

PART #	RIBS	LENGTH	APPLICATIONS
K080680HD	8	68-5/8"	Bluebird, Freightliner, and Thomas Built
K080740HD	8	74-5/8"	Bluebird and Amtran
K080780HD	8	78-5/8"	Thomas Built
K080806HD	8	78"	IHC
K081124HD	8	113"	International/Navistar and Amtran
K100714HD	10	71-7/16"	IC



UNDERCOATING/SOUND ELIMINATOR

Provides protection for wheel wells, gas tanks, frames and supports, weld joints, floor pans, doors, and quarter panels. Also reduces road vibrations and road noise.

DPL UC102 17 oz.



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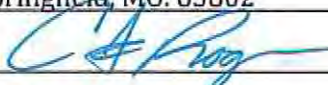
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts</u>
Print Name	<u>Chuck Rogers, VP Professional Sales</u>
Address	<u>233 S. Patterson</u>
City, State, Zip	<u>Springfield, MO. 65802</u>
Authorized signature	<u></u>
Date	<u>10/22/19</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Chuck Rogers, VP, Professional Sales

Date

10 / 22 / 19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	<u>O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts</u>
Address	<u>233 S. Patterson</u>
City/State/Zip	<u>Springfield, MO. 65802</u>
Telephone No.	<u>(417) 829-5879</u>
Fax No.	<u>(417) 874-7199</u>
Email address	<u>probids@oreillyauto.com</u>
Printed name	<u>Chuck Rogers</u>
Position with company	<u>VP, Professional Sales</u>
Authorized signature	<u></u>

~~FEMA Standard Terms and Conditions Addendum for Contracts and Grants~~

~~If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").~~

~~In addition, Contractor agrees to the following specific provisions:~~

- ~~1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.~~
- ~~2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.~~
- ~~3) Pursuant to 44 CFR 13.36(i)(3) (6)(12), and (13), Contractor shall comply with the following federal laws:~~
 - ~~a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);~~
 - ~~b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);~~
 - ~~c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);~~
 - ~~d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);~~
 - ~~e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and~~
 - ~~f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).~~
- ~~4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.~~
- ~~5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:~~
 - ~~a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agency's policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.~~
- ~~6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:~~
 - ~~a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:~~
 - ~~1) The copyright in any work developed under a grant or contract; and~~
 - ~~2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.~~
- ~~7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.~~
- ~~8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.~~

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. ~~In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.~~
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, ~~Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project.~~ Contractor agrees to ~~take affirmative action to~~ ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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 forms of compensation; and selection for training, including apprenticeship. ~~In addition, Contractor agrees to comply with any implementing requirements FTA may issue.~~
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, ~~Contractor agrees to comply with any implementing requirements FTA may issue.~~

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

~~ENERGY CONSERVATION REQUIREMENTS~~

~~Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301.10.~~

~~FEDERAL CHANGES~~

~~Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.~~

~~INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS~~

~~The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.~~

~~NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES~~

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

USE OF FEDERAL FUNDS

Contractor should not be paid using federally appropriated funds. If federal funds must be utilized to complete a purchase under this Agreement, Public Agencies should contact Contractor at (417) 829-5879 to discuss compliance options before issuing a Purchase Order.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>