



City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS STAFF REPORT

Date	February 15, 2022
To:	City Manager Mayor and City Council Members
From:	David Smith, Executive Director Fleet, Mass Transit and Special Events
Project location:	N/A
Project:	O'Reilly Co-op Contract

Request: Consider for the approval allowing the purchase of parts and supplies utilizing the Sourcewell Cooperative Purchasing contract with O'Reilly Auto Parts (contract 032521-ORA) and authorize the City Manager to execute the contract upon final approval by the City Attorney. Estimated costs for products are not to exceed Council approved budgets.

Prior Council Action

No prior actions on this item.

Background

- A. The City of Galveston is a member of the Sourcewell Cooperative Purchasing program, which allows the city to utilize contracts that have been competitively bid.
- B. The contracts were solicited and awarded by Sourcewell and this allows the city to utilize contracts that have been competitively procured in compliance with state purchasing requirements.
- C. Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas.
- D. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation.
- E. The services that will be utilized will be the purchase of auto parts and supplies.





City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS STAFF REPORT

Fiscal Impact Report

Requested by	David Smith Executive Director
Funding Source	Garage accounts
Cost	As provided through budgets adopted by City Council and administered by the City Manager
Savings Estimation	Will help reduce unit repair costs.

Alternatives

- A. Approve the recommendation.
1. Cost - estimated to exceed \$15,000 annually.
 2. Timing - contract is needed as soon as possible.
 3. Departmental Improvements - will provide the city with required parts and supplies at the lowest price.
- B. Do not approve the recommendation.
1. Cost - estimated to exceed \$15,000 annually.
 2. Timing - purchases made on an *as needed basis*.
 3. Departmental Improvements - will provide the city with required parts and supplies at an increased price.

Staff Recommendation

Concur in *Alternative A* and approve allowing the purchase of parts and supplies utilizing the Sourcewell Cooperative Purchasing contract with O'Reilly Auto Parts (contract 032521-ORA) and authorize the City Manager to execute the contract upon final approval by the City Attorney. Estimated costs for products are not to exceed Council approved budgets.

Attachments



**Solicitation Number: RFP #032521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and O'Reilly Auto Enterprises LLC dba O'Reilly Auto Parts, 233 South Patterson Ave., Springfield, MO 65802 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and Vendor will pass through all available manufacturer warranties to the Participating Entity. Vendor agrees to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Intentionally omitted.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon

as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of discount documentation in Microsoft Excel with the effective date of the modified discounts, or product addition or deletion. The new discount restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific

requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in

any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, and including injury or death to person(s) or property, alleged to have been caused by or arising out of the (i) negligence, gross negligence, or willful misconduct of Vendor or its agents or employees in the performance of Vendor's duties and obligations under this Contract (ii) infringement of a third party's intellectual property rights by Vendor, or (iii) any violation of applicable law by Vendor.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Intentionally Omitted.

5. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY**. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING**. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT**. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Vendor represents and warrants that it is an equal opportunity employer.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

032521-ORA

Sourcewell

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

DocuSigned by:
Jeremy Schwartz
COF02A139F05489

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/20/2021 | 4:17 PM CDT

Date: _____

By: *Chuck Rogers*

Chuck Rogers

Title: VP of Professional Sales

Date: 5-27-2021

Approved:

By: _____

Chad Coquette

Title: Executive Director/CEO

Date: _____

Sourcewell

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

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

5/20/2021 | 4:17 PM CDT

Date: _____

By: _____

Chuck Rogers

Title: VP of Professional Sales

Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

6/3/2021 | 11:02 AM CDT

Date: _____

RFP 032521 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name: O'Reilly Auto Enterprises LLC
Does your company conduct business under any other name? If yes, please state: O'Reilly Auto Parts
Address: 233 S Patterson
Springfield, MO 65802
Contact: Robert Fulp
Email: coops@oreillyauto.com
Phone: 417-829-5822
HST#: 86-0221312

Submission Details

Created On: Monday February 15, 2021 14:36:52
Submitted On: Thursday March 25, 2021 11:44:45
Submitted By: Robert Fulp
Email: coops@oreillyauto.com
Transaction #: 647822a6-c705-481e-bb2f-47182e8d8dbf
Submitter's IP Address: 70.230.120.100

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts
2	Proposer Address:	233 South Patterson Ave. Springfield, MO, 65802
3	Proposer website address:	www.oreillyauto.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chuck Rogers VP of Professional Sales 233 South Patterson Ave., Springfield, MO, 65802 CoOps@oreillyauto.com 417-829-5822
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Micko Director of National Accounts 233 South Patterson Ave., Springfield, MO, 65802 CoOps@oreillyauto.com 417-829-5822
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Robert Fulp National Accounts Administrative Supervisor 233 South Patterson Ave., Springfield, MO, 65802 CoOps@oreillyauto.com 417-829-5822 Jacob Saylor National Accounts Support Analyst 233 South Patterson Ave., Springfield, MO, 65802 CoOps@oreillyauto.com 417-829-5822

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>O'Reilly Automotive, Inc. officially started in the auto parts business in Springfield, Missouri, in November of 1957. However, its historical background in the automotive business, as well as the family's quest for opportunity and advancement, may be traced back to a much earlier time.</p> <p>Michael Byrne O'Reilly immigrated to America in 1849, escaping from the hard times of the potato famine, which struck Ireland in 1845-46. Settling in St. Louis, he worked his way through school to earn a law degree, and then pursued a career as a title examiner. His son, Charles Francis O'Reilly, attended college in St. Louis and went to work in 1914 as a traveling salesman for Fred Campbell Auto Supply in St. Louis. By 1924, Charles had become familiar with the Springfield area, having traveled by train to sell auto parts throughout the territory. He recognized the region as an area of growth and opportunity and asked to be transferred there. By 1932, he had become manager of Link Motor Supply in Springfield. One of his sons, Charles H. (Chub) O'Reilly, had also joined the company. Together they provided the leadership and management that made Link the predominant auto parts store in the area.</p> <p>In 1957, Link planned a reorganization, which would have included the retirement of 72-year-old Charles F. O'Reilly, and the transfer of C. H. O'Reilly to Kansas City. Since neither agreed with these plans, they made the decision to form their own company, O'Reilly Automotive, Inc. They opened for business on December 2, 1957 with one store and 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.</p> <p>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.</p> <p>The long range plans and stability of the company were solidified by a public offering of company stock in April 1993. Since that time, the Company has grown through the opening of new stores, as well as through numerous mergers and acquisitions, and currently operates 5,594 stores in 47 states, including Alaska and Hawaii, and 22 stores in Mexico.</p> <p>Throughout this time the underlying spirit and philosophy of O'Reilly Automotive, Inc., has been one of growth and progress, both for the company and its team members. This remains the policy to which the company is dedicated today.</p>	
8	What are your company's expectations in the event of an award?	To grow our sales and market share within the public sector.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attached 10-K (O'Reilly Auto Parts 2020 Annual Report).	*
10	What is your US market share for the solutions that you are proposing?	According to CSI Market, O'Reilly has a 13.19% market share in aftermarket automotive parts and accessories.	*
11	What is your Canadian market share for the solutions that you are proposing?	O'Reilly does not currently have a presence in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We purchase automotive products in substantial quantities from over 900 suppliers. Our stores offer a wide selection of products for domestic and imported automobiles, vans and trucks. Our merchandise generally consists of nationally recognized, well-advertised, premium name brand products, such as AC Delco, Armor All, Bosch, BWD, Cardone, Castrol, Gates Rubber, Monroe, Moog, Pennzoil, Prestone, Quaker State, STP, Turtle Wax, Valvoline, Wagner, and Wix, and a wide selection of quality proprietary private label products, which span the entire good, better and best value spectrum, under our BestTest®, BrakeBest®, Import Direct®, Master Pro®, Micro-Gard®, Murray®, Omnispark®, O'Reilly Auto Parts®, Precision®, Power Torque®, Super Start®, and Ultima® brands. Our proprietary private label products are produced by nationally recognized manufacturers, meet or exceed original equipment manufacturer specifications and consist of house brands and nationally recognized proprietary bands, which we have acquired or developed over time. All O'Reilly stores are company owned and operated.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	O'Reilly has received recognition from industry leaders in both the automotive service industry and automotive aftermarket parts manufacturers.	*
17	What percentage of your sales are to the governmental sector in the past three years	This information is not available.	*
18	What percentage of your sales are to the education sector in the past three years	This information is not available.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	O'Reilly is part of several national and regional cooperative purchasing contracts. Some examples include Sourcewell, TIPS, NCPA, & NASPO. For 2020, our cooperative programs accounted for approximately \$60 million.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Henry County BOC	Jody Swords	770-288-6781	*
City of Olathe	Alen Shorehouse	913-782-2600	*
Martin County BOCC	Joe Valcone	772-288-5699	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Texas - TX	Automotive Parts	Average: \$26.07 per unit.	2020: \$231,414	*
Confidential	Government	Texas - TX	Automotive Parts	Average: \$18.20 per unit.	2020: \$231,333	*
Confidential	Government	Texas - TX	Automotive Parts	Average: \$16.72 per unit.	2020: \$207,445	*
Confidential	Government	Arkansas - AR	Automotive Parts	Average: \$21.74 per unit.	2020: \$159,076	*
Confidential	Government	Texas - TX	Automotive Parts	Average: \$20.57 per unit.	2020: \$158,031	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	We have approximately 779 full-time O'Reilly sales representatives strategically located across our market areas as part of our First Call program. Each sales representative is dedicated solely to calling upon, selling to and servicing our professional service provider customers.	*
24	Dealer network or other distribution methods.	As of December 31, 2020, O'Reilly operates 28 distribution centers across the US. Our DCs stock an average of 159,000 SKUs and most are linked to and have access to multiple other regional DCs' inventory. Our DCs provide five-night-a-week delivery, primarily via O'Reilly's company-owned fleet, to all of our stores. O'Reilly employs approximately 9,500 Team Members at our US DCs. O'Reilly stores also receive deliveries from our Hub store network. This comprises 88 Super Hubs, which carries an average of 70,000 SKUs, and 274 Hubs, that carry an average of 42,000 SKUs.	*
25	Service force.	As of December 31, 2020, O'Reilly operates 5,594 stores in 47 states. Each store employs 11 Team Members on average and carries approximately 22,000 SKUs on average. Each store is staffed with a store manager and one or more assistant managers, in addition to parts specialists, retail and/or installer service specialists, and other positions required to meet the specific needs of each store.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We seek to provide our customers with an efficient and pleasant in-store experience by maintaining attractive stores in convenient locations with a wide selection of automotive products. We believe that the satisfaction of professional service provider customers is substantially dependent upon our ability to provide, in a timely fashion, the specific automotive products needed to complete their repairs. Accordingly, each O'Reilly store carries, or has same or next day availability to, a broad selection of automotive products designed to cover a wide range of vehicle applications. We continuously refine the inventory levels and assortments carried in each of our stores and within our network, based in large part on the sales movement tracked by our inventory control system, market vehicle registration data, failure rates and management's assessment of the changes and trends in the marketplace. We have no material backorders for the products we sell. We seek to attract new customers and to retain existing customers by offering superior customer service, the key elements of which are identified below: 1) Superior in-store service through highly-motivated, technically-proficient store personnel ("Professional Parts People"); 2) An extensive selection and availability of products; 3) Attractive stores in convenient locations; 4) Competitive pricing, supported by a good, better, best product assortment designed to meet all of our customers' quality and value preferences; and 5) A robust point-of-sale system integrated with our proprietary electronic catalog, which contains a wide variety of product images, schematics and technical specifications, equips our Team Members with highly effective tools to source products in our extensive supply network.	*

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	O'Reilly has over 70,000 team members that are willing and ready to provide Sourcewell participating entities with our industry leading automotive products and services in the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	O'Reilly does not currently have a presence in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be able to service entities in Canada, New Jersey, Delaware, & Maryland because we do not currently have stores operating in these areas. We are also unable to make deliveries in most cases where the participating entity is more than 5 miles from the nearest O'Reilly store. They will still be able to participate for pick up orders.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We do not have any limitations on sectors except where we do not currently have a store presence.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	O'Reilly is currently operating in Hawaii and Alaska without any specific requirements or restrictions unless the entity is over 5 miles from an O'Reilly store. If the entity is over 5 miles, they can still utilize the contract for purchases however delivery may not be available. We do not have a presence in US territories at this time.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	O'Reilly's extensive and knowledgeable sales force is out in the field calling on new and existing customers on a daily basis. These team members are knowledgeable in our cooperative contract offering and if we were to be awarded this contract, they would begin offering the use of it to applicable customers. Please see attachment 'O'Reilly Marketing Materials' for more information.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	O'Reilly has a presence on all major social media platforms. These are utilized to spread awareness of our product offering and current promotions.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	O'Reilly views Sourcewell as a partner in promoting this contract. We would expect Sourcewell to inform its members of our contract, if awarded. O'Reilly will utilize our sales force to reach out to prospective Sourcewell members to educate them on our program and facilitate any additional needs that are required to register and use this program.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, O'Reilly offers our full catalog and ordering system called First Call Online for no charge. Customers can look up parts, place orders, make payments, and utilize multiple features that will help with their every purchasing need. See attachment 'O'Reilly Auto Parts First Call Online' for more information.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer several training options from class room courses to web based training. The cost of the courses can vary by number of attendees and type of training. O'Reilly has the ability to custom tailor these courses to meet the needs of agencies.	*
37	Describe any technological advances that your proposed products or services offer.	To pair with the online ordering system, we have added connectivity with your smart phone to allow VIN scanning. Vehicle information can now be looked up through the vehicle's license plate number as well. To streamline the accounting side we have the capability to transmit and receive invoice, credit, and payment information via EDI.	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We have the following green initiatives in place at O'Reilly:</p> <ol style="list-style-type: none"> 1) Oil/oil filters – Almost all stores accept oil/transmission fluid and oil filters from walk-in customers. This is done at no charge to the customer. 2) Batteries – We take and recycle batteries at no charge to our customers. 3) Cardboard –If the trash haulers that service our stores participate in a recycling program, cardboard recycling is offered at store level. Whether recycling or not, stores are asked to break down all cardboard boxes, thus reducing the frequency of trash/cardboard pick ups required. This reduces the fuel used by the haulers. The DCs compact and bale their own cardboard which is picked up by the recycling plant. 4) Paper – The corporate headquarters and many regional offices have bins to collect paper for recycling. Even our Team Spirit is published on recycled paper. 5) Aluminum cans – Most DCs and offices recycle aluminum cans. 6) Fuel – We purchase four-cylinder trucks which run more fuel efficiently than other trucks in the market. 7) Energy – Most stores and some DCs have an energy management system installed which controls peak demand, maintains HVAC setpoints and notifies us when HVAC units are not functioning efficiently, thus reducing the energy consumed and money spent for energy. 8) Other – Some DC/office locations recycle metal, pallets, and phone books. <p>Stores are always encouraged to look at items/ways they can recycle cardboard, paper, aluminum, etc., from the store through local contacts within their communities.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We have a number of products that have a combination of eco-labels, ratings or certifications. A list of these products can be made available upon request.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>None.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>We lead the industry in parts availability, and our competitive advantage starts with a very robust, tiered, regional distribution network made up of 28 distribution centers, which replenish our stores at least five nights a week from inventories that average 159,000 SKUs. By servicing our stores at least five nights a week, we are able to deploy our inventory dollars in a greater breadth of inventory at the store level, versus carrying a greater depth of inventory that would be required if our stores were replenished less often from the DCs. This breadth of inventory means we will be much more likely to have a part in stock in the store when a customer needs it. We further augment our store level inventory availability by providing more than 95% of our stores with same day access to a broader selection of hard-to-find inventory through multiple daily deliveries from either a DC or an expanded inventory Super Hub store, which stock on average 70,000 SKUs, or a Hub store, which stock on average 42,000 SKUs. Our customer service commitment is to "never say no," and we will remain the industry leader in parts availability, providing our Team Members with the tools necessary to provide extremely high levels of service and earn customers' business.</p> <p>All O'Reilly stores are company owned meaning uniform adherence to contract provisions across the nation.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Our manufacturers' warranty policies vary depending on the part. 31.48% of available SKUs are on a limited lifetime warranty, 39.12% offer a 1 year limited warranty, 10.57% offer a manufacturer's defect warrant, 7.18% cover 90 days, 2.67% are on a 2 year limited warranty. O'Reilly does not offer a direct labor warranty on products, but if a product that was purchased and installed by an agency fails within the supported warranty time period, O'Reilly will support the agency in filing labor claims. The procedures of filing a labor claim start with a labor claim filed by our store's manager and then O'Reilly will present the claim to the appropriate manufacturer. Once the manufacturer determines their level of support after testing and inspection of the part in question, O'Reilly will report back to the agency on the results.</p> <p>Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The length of our warranty offerings vary depending on the part.</p> <p>Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>O'Reilly does not perform warranty repairs. We do replace the part immediately and send it off to the manufacturer for their inspection or repair.</p> <p>Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.</p>
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>O'Reilly does not perform warranty repairs. We do replace the part immediately and send it off to the manufacturer for their inspection or repair.</p> <p>Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.</p>
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>These warranties are typically passed on to the original equipment manufacturer.</p>
47	What are your proposed exchange and return programs and policies?	<p>Our proposed exchange and return policies vary by part based on condition and type.</p> <p>Please see attachment 'O'Reilly Warranty Policy and Return & Exchange Policy' for more information.</p>
48	Describe any service contract options for the items included in your proposal.	<p>We do not offer service contract options.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	2% 10th net 20.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We can facilitate leasing options through a third party, however we do not offer leasing options ourselves. O'Reilly does offer in-house financing primarily on shop equipment, upon approved credit.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>We offer different methods for placing orders. First Call Online is the best method. This system is capable of finding parts by application, interchange, or manual entry. Once parts are located, it will display the cost, and availability at the local store, hub store, and distribution center. After the order is placed, the local store will invoice and deliver the part(s).</p> <p>We also offer phone-in orders that are answered by our installer service specialists. Walk-in orders are always welcome as well.</p>	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P-cards are accepted as long as they are backed by a major credit card company. There is no additional cost for this service.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We offer a product-category discount pricing model. The proposed discount for Sourcwell will be O'Reilly List Price less 41% or better. This discount will cover every item we offer. Due to the number of items O'Reilly offers, an individual listing of every item is not available. We do have attached the listing of every product category, subcategory, and segment on items we are proposing with the stated discount.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcwell's catalog discount will be O'Reilly List Price less 41% or better. For 2020, Sourcwell members total purchases came out to be 21% less than if they were to pay O'Reilly retail price.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Any quantity discounts are evaluated on a case by case basis.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In the event an agency would like to procure an item that is from an outside source it would be subject to a sliding scale mark-up from cost.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Not applicable.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/Delivery/Shipping costs will only be applicable on factory/special order situations. These costs will be communicated to and approved by the agency at the time of the order. We do not mark up shipping costs.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight/Delivery/Shipping costs to Alaska and Hawaii will only be applicable for factory/special order items. Canada and offshore delivery is not available at this time.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is made by O'Reilly delivery team members in company owned vehicles. Average delivery time is 30 minutes to 1 hour for items stocked in our local store. Items that are stocked in our DCs are available for next day delivery, if not earlier. This service is available to agencies that are within a 5 mile radius of an O'Reilly store location. For agencies just beyond this distance, scheduled deliveries may be a viable option. These situations would be addressed on a case by case basis.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Anytime we receive a new customer sign-up request for Sourcewell, we assign the entity to the Sourcewell group code. This code is used to track all customers on the Sourcewell program. We have the ability to pull sales data for a specific group code, which is then used for our reporting. We also have a model pricing profile for Sourcewell. At the same time that we assign the entity to the group code, we also apply the model pricing profile to the entity. We have the ability to pull the pricing profiles for each entity assigned to the group code and cross check that profile against the Sourcewell model pricing profile to ensure they are receiving the correct pricing. This is done on a regularly scheduled basis.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our stores carry an extensive product line, including:</p> <ol style="list-style-type: none"> 1) New and remanufactured automotive hard parts, such as alternators, starters, fuel pumps, water pumps, brake system components, batteries, belts, hoses, temperature control, chassis parts, driveline parts and engine parts 2) Maintenance items, such as oil, antifreeze, fluids, filters, wiper blades, lighting, engine additives and appearance products 3) Accessories, such as floor mats, seat covers and truck accessories. <p>Our stores offer many enhanced services and programs to our customers, such as:</p> <ol style="list-style-type: none"> 1) Used oil, oil filter and battery recycling 2) Battery, wiper and bulb replacement 3) Battery diagnostic testing 4) Electrical and module testing 5) Check engine light code extraction 6) Loaner tool program 7) Drum and rotor resurfacing 8) Custom hydraulic hoses 9) Professional paint shop mixing and related materials 10) Machine shops.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please attachment 'O'Reilly Proposed Pricing Discounts' for a listing of our product subcategory offerings.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Air conditioning, heating, cooling, and climate control	<input checked="" type="radio"/> Yes <input type="radio"/> No	
67	Alternators, starters, batteries, electrical, and ignition systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	
68	Bearings - ball and roller	<input checked="" type="radio"/> Yes <input type="radio"/> No	
69	Belts, hoses, gaskets, and seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	
70	Brakes	<input checked="" type="radio"/> Yes <input type="radio"/> No	
71	Bumpers, body, cab, and chassis parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Emission and exhaust	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Engine and drive train	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Filters - oil, fuel, air, and transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Oils and lubricants - regular and synthetic	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Safety and security systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	
78	Interior and exterior parts and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	
79	Lamps, lighting, mirrors, and wiring	<input checked="" type="radio"/> Yes <input type="radio"/> No	
80	Pumps - fuel and water	<input checked="" type="radio"/> Yes <input type="radio"/> No	
81	Suspension, shocks, struts, and steering	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Wipers and washers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Heating and cooling (engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Vehicle paint and primer	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools and supplies as described in RFP Section II. B. 1. b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We do not offer tires and our OEM part offering is limited.

Table 15: Industry Specific Questions

Line Item	Question	Response *
86	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will measure the success of this contract based on how many new entities we can sign up on this program and how existing entities on the Sourcewell program perform year over year. Since we already have a contract in place with Sourcewell, we are able to measure this based on historical data.
87	Describe any electronic service programming subscriptions and service information provided within your proposal along with any associated costs.	We will not be offering electronic service programming subscriptions with this proposal.
88	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	O'Reilly is willing to work with Sourcewell and its participating entities to provide customized reports per request.
89	Describe any online parts catalog and ordering capabilities that can be provided or are included. If applicable, identify any additional costs associated with this service.	O'Reilly offers our online parts catalog and ordering system via First Call Online at no additional cost. Please see attachment 'O'Reilly Auto Parts First Call Online' for more information.
90	Identify the vehicle makes for which your offered parts are used.	We are able to provide parts for nearly all vehicle makes. In the event that we do not have a part for a specific vehicle, we will work with our manufacturers to add the requested part to our inventory, when possible.
91	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	We offer products for all vehicle engine types.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - O'Reilly Auto Parts 2020 Annual Report.pdf - Wednesday March 24, 2021 17:35:58
- [Marketing Plan/Samples](#) - O'Reilly Marketing Materials.pdf - Thursday March 25, 2021 09:07:59
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - O'Reilly Warranty Policy and Return & Exchange Policy.pdf - Thursday March 25, 2021 09:08:24
- [Pricing](#) - O'Reilly Proposed Pricing Discounts.xlsx - Wednesday March 24, 2021 17:37:42
- [Upload Additional Document](#) - O'Reilly Auto Parts First Call Online.pdf - Thursday March 25, 2021 09:08:45

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chuck Rogers, Vice President of Professional Sales, O'Reilly Auto Enterprises, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Aftermarket_Vehicle_Parts_RFP_032521 Fri March 19 2021 12:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Aftermarket_Vehicle_Parts_RFP_032521 Thu March 11 2021 12:31 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Aftermarket_Vehicle_Parts_RFP_032521 Fri February 19 2021 04:46 PM	<input checked="" type="checkbox"/>	4
Addendum_1_Aftermarket_Vehicle_Parts_RFP_032521 Thu February 18 2021 01:56 PM	<input checked="" type="checkbox"/>	2