

# VENDOR CONTRACT

Between O'Reilly Auto Parts and  
(List Vendor or Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**  
**For**  
**Automobile Tires, Parts, Supplies and Equipment**  
**# 04-032615**

## General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## **Contracts**

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## **Tax exempt status**

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

## **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

## **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

## **Renewal of Contracts**

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

## **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

## **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

## **Indemnity**

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

## **Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

## **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

## **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

## **Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

## **Member Purchasing Procedures**

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #04-032615 on PO.
- Email PO as a PDF attachment to [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com)
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

## **Form of Contract**

The form of contract for this solicitation shall be the sealed Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of the TIPS contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

## **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

## **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## **Smoking**

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

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

contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

### **Legal obligations**

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

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

The member having approved and signed an Interlocal agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation

and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders **must be emailed** to **tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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**Check one of the following responses to the General Terms and Special Terms and Conditions:**

☐

We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒

We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.



O'Reilly Auto Parts would like to thank The Interlocal Purchasing System for the RFP award as well as the opportunity to create a long term partnership with TIPS. O'Reilly Auto Parts has the following exceptions for The Interlocal Purchasing System (TIPS) for RFP – Automobile Tires, Parts, Supplies and Equipment. O'Reilly has also provided additional content that we would like to be included in the final contract agreement between TIPS and O'Reilly Auto Parts.

If TIPS agrees to all of the following exceptions and proposals we would like to have a contract signed by both parties.

## Exceptions

### Page 11

#### Pricing – First Paragraph

O'Reilly Auto Parts proposes to remove or adjust the sentence "*The vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.*" If a customer would like to make a large order we will more than likely be able to give them better pricing.

#### Pricing – Second Paragraph

O'Reilly Auto Parts proposes to remove the sentence "*However, the vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.*" Due to the number of manufacturers represented by O'Reilly Auto Parts, notice of price change is not available.

#### Pricing – Third Paragraph

O'Reilly Auto Parts would like the participation fee to be one (1%) percent.

#### Participation Fees – First Paragraph

O'Reilly Auto Parts would like the payment fee to TIPS to be one (1%) percent and we would like to provide reporting on a quarterly basis, not monthly.

#### Indemnity – All Paragraphs

O'Reilly Auto Parts would like to discuss all three (3) paragraphs with TIPS before contract implementation.

### Multiple Vendor Awards – First Paragraph

~~O'Reilly Auto Parts would only like to participate if we are the sole vendor awarded. We understand TIPS stance and respect it, however we are searching for a Cooperative Purchasing partner that we can build a long-term relationship with and push as our number one Cooperative Group. We have a sales force of over 500 sales managers that will push this as our lead COOP and will also be bringing over a large group of customers from a previous COOP.~~

*O'Reilly agrees that this section does not need to be listed as an exception.*

### **Page 12**

#### Cancellation for non-performance or contract deficiency – Last Paragraph

O'Reilly Auto Parts proposes to remove the sentence *"Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand."* We would like to discuss this further.

### **Page 13**

#### Invoices – First Paragraph

O'Reilly Auto Parts proposes to remove the sentence *"The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request."* We cannot agree to these terms as there are thousands of submitted invoices daily.

#### Marketing – First Paragraph

O'Reilly Auto Parts would like to add "with prior approval" to the sentence *"Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement"* **with prior approval.**

### **Page 14**

#### Audit Rights – First Paragraph

O'Reilly Auto Parts will give the right to audit on the following conditions.

- During business hours
- Ample notice
- Once a year

### **Page 16**

#### Special Terms and Conditions

CONTRACTS – We cannot email TIPS every purchase order.

DAILY ORDER CONFIRMATION – We cannot agree to this.

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## Proposals (Added Content)

### **CONTRACT TERMS**

O'Reilly would like the contract to be re-negotiated to an initial three (3) year term with two (2), one (1) year options to renew. We want to ensure TIPS, our team members and most importantly our customers that we are committed to providing them with the most stable and cost-efficient program. We have found that shorter contract terms or having to renew on a yearly basis may cause uncertainty in the eyes of our customers as we may have to move them from coop to coop year after year. We have Cooperative Groups that will be going away and would prefer to bring those members over to TIPS, and a long-term contract would provide us with the comfort of knowing we do not have to move those customers to a different Coop year after year. We will be able to move those customers over to TIPS as well as promote the TIPS contract by using our 550+ Territory Sales Managers, 100 Regional Field Sales Managers and our 4,400+ Store Managers.

### **Sign-Up Procedure**

O'Reilly would like to propose that TIPS make the sign-up procedure as simple and straight forward as possible. We have found that the ease of signing customers up is valuable in terms of gaining members. We would propose the following sign-up procedure:

1. Select "Contracts" on Tips website.
2. Click on O'Reilly.
3. Select either YES or NO on "Has O'Reilly Account?"
  - a. From this menu they would be able to input the information TIPS needs on their end as well as provide O'Reilly with the information we need for an existing customer or a new customer.
4. Once completed an email would be sent directly to both parties with all the necessary information.
  - a. At this point we would add them to our internal member list for reporting measures and set up the associated pricing on their account.

We would be more than willing to have a conference call to discuss this in full detail if necessary. We have also provided a link that will provide direction on the requested sign-up process: <https://www.publicsourcing.org/>

### **Reporting Fee**

O'Reilly would like to propose that the agreed upon quarterly reporting fee of 1% be lowered to 0.75% in the event that O'Reilly Auto Parts achieves in excess of \$15,000,000 in sales at any point in the contract.



# Vendor Profile

## 1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that their firm is a HUB and/or D/M/WBE

☐ Yes ☒ No

(Vendor must fill out MWBE form: [http://www.tips-usa.com/assets/documents/docs/MWBE\\_form.pdf](http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf))

And include the form in Section 7 (Certificates)

## 1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder.

☐ Yes ☒ No

Vendor's principal place of business is in the city of SPRINGFIELD State of MO

## 1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

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

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

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

If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

## 1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing.

☒ Yes ☐ No

If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS participation fee.

☒ Yes ☐ No

1.4.3. Vendor agrees to remit to TIPS the required ~~2%~~ participation fee.

☒ Yes ☒ NO

1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work?

☒ Yes ☐ No

## 1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 1 working days.

1.5.2. Which description best describes your company's position in the distribution channel?

☐ Manufacturer direct

☐ Certified education/government reseller

☒ Authorized distributor

☐ Manufacturer marketing thru reseller

☐ Value-added reseller

☐ Other ?

1.5.3. Company experience in this category. 57 Years

The Vendor can provide services and/or products to all 50 US States?

☐ Yes ☒ No

If answer is no, please list which states <sup>CANNOT</sup> be served O'REILLY CAN SERVE 43/50 STATES. THE STATES WE CANNOT SERVE ARE: NEW YORK, MARYLAND, DELAWARE, NEW JERSEY, CONNECTICUT, RHODE ISLAND, VERMONT

1.5.4. ~~Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal:~~

~~[http://www.tips-usa.com/assets/documents/docs/Federal\\_Funds\\_over\\_\\$100K\\_non-construction.pdf](http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_$100K_non-construction.pdf)~~

~~[http://www.tips-usa.com/assets/documents/docs/Suspension\\_or\\_Debarment\\_Certificate.pdf](http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf)~~

**NO FEDERAL FUNDS**

**Prices are guaranteed for:** (Standard Term is "Term of Contract") Term selected will affect scoring.

☐ Month(s); or ☐ Year(s); or ☐ Term of Contract

**DISCOUNTS ARE GUARANTEED, PRICES ARE NOT**

RFP- Automobile Tires, Parts, Supplies and Equipment – Due February 12, 2015 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

**Company and/or Product Description:** (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

O'REILLY AUTO PARTS IS A PUBLICLY TRADED CHAIN OF AUTO PARTS STORES. O'REILLY OPENED THEIR DOORS IN NOVEMBER OF 1957 WITH THIRTEEN TEAM MEMBERS AT ONE LOCATION. THE LONG RANGE PLANS AND STABILITY OF THE COMPANY WERE SOLIDIFIED BY A PUBLIC OFFERING OF COMPANY STOCK IN APRIL OF 1993. SINCE THAT TIME, THE COMPANY HAS GROWN THROUGH THE OPENING OF NEW STORES, AS WELL AS NUMEROUS MERGERS AND ACQUISITIONS, AND CURRENTLY OPERATES OVER 4,300 LOCATIONS IN 43 STATES INCLUDING ALASKA AND HAWAII.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

O'REILLY HAS 4,346 STORES IN 43 STATES. FOR A COMPLETE STORE LIST PLEASE

Dealer Name VISIT OREILLYAUTO.COM. Tel \_\_\_\_\_

dress \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact \_\_\_\_\_ Email \_\_\_\_\_

Dealer Name \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact \_\_\_\_\_ Email \_\_\_\_\_

Dealer Name \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact \_\_\_\_\_ Email \_\_\_\_\_

Dealer Name \_\_\_\_\_ Tel \_\_\_\_\_

Address \_\_\_\_\_ Fax \_\_\_\_\_

Primary Contact \_\_\_\_\_ Email \_\_\_\_\_

**ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS**

**CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.**

**Primary Contact:**

Name: TIM HERBEL  
 Title: INTEGRATED PARTS OPS MGR  
 Email: therbel@oreillyauto.com  
 Phone: 417-873-2051  
 Fax: 417-874-7199  
 Mobile: N/A

**Secondary Contact:**

Name: MICKY GANN  
 Title: INTEGRATED PARTS OPS SPEC.  
 Email: mgann4@oreillyauto.com  
 Phone: 417-862-2674 ext. 10804  
 Fax: 417-874-7199  
 Mobile: N/A

Administrative Fee **REPORTING TO TIPS** – You will receive a ~~Monthly~~ <sup>QUARTERLY</sup> Report by Email to submit with a check for ~~2%~~ <sup>1%</sup> on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: \_\_\_\_\_  
 Email: MICKY GANN  
 Telephone: SEE ABOVE

**WORDS FOR “SEARCH ENGINE”** - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. Words to be included in the Search Engine for my Company (Limit 500 words): O'REILLY AUTO PARTS

AUTOMOTIVE AFTERMARKET VEHICLE MAINTENANCE BATTERY  
HARDWORKING DEDICATION CUSTOMER SERVICE PROFESSIONAL CUSTOMERS  
OIL FILTERS WIPER BLADES TOOLS EQUIPMENT  
PAINT AND BODY REPAIR



## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.  
Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name

O'REILLY AUTO ENTERPRISES, LLC DBA O'REILLY AUTO PARTS

Mailing Address

233 S. PATTERSON AVENUE

City/State/Zip

SPRINGFIELD, MO 65802

Telephone No.

417-873-2051


Fax No.

417-874-7199

E-mail address

therbel@oreillyauto.com

Authorized signature



Printed name

Tim Herbel

Position with company

INTEGRATED PARTS OPERATIONS MANAGER

Purchase Order Contact Person

Name: Micky Gann

(This person is responsible for receiving

Email: PublicSector@oreillyauto.com

Purchase Orders from TIPS)

Phone: 417-862-2674 EXT: 10804

Company Website

www.oreillyauto.com

This contract is for a total TERM of ~~three~~ <sup>FIVE</sup> years, but is reviewed and renewed ~~every 12~~ <sup>AFTER 36 FOR 24 ADDITIONAL MONTHS.</sup> months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

TIPS Authorized Signature

Blonde McNatt

David Wayne Fitts

Approved by Region VIII ESC

Date

4-23-15

~~3-26-15~~

4-23-16

~~3-26-15~~

Date

## REFERENCES

Arlington I.S.D  
1124 W. Arkansas Lane  
Arlington, TX 76013-6324  
Contact: Sherry Whitaker  
(817) 459-7223

City Utilities  
PO Box 551  
Springfield, MO 65801  
Contact: Theresa Pitts  
(417) 831-8415

Huntsville I.S.D. #450748  
714 Bob Wallace Ave S.W.  
Huntsville, AL 35801  
Contact: Lynn Ann Marsh  
(256) 428-8316

City of Olathe  
100 W. Santa Fe  
PO Box 768  
Olathe, KS 66051  
Contact: Judy Meisel  
(913) 971-8720

Red Oak I.S.D  
PO Box 9000  
Red Oak, TX 75154  
Contact: Bobby Laborde  
(972) 617-2941

United I.S.D  
3501 E. Saunders  
Laredo, TX 78041  
Contact: Cordelia Flores  
(956) 473-7921

Huntsville I.S.D.  
441 FM 2821 Rd E  
Huntsville, TX 77320-9223  
Contact: Sybyl Cousins  
(936) 295-3421



# Warranty Statement

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## **O'Reilly Auto Parts Limited Warranty**

Customer satisfaction is our top priority. Because of this, O'Reilly offers you this Limited Warranty. This Limited Warranty is issued to you, the original purchaser of the part, and is non-transferable. Your warranty period begins on the date of purchase. Our parts have a one year replacement warranty unless otherwise stated on your receipt. If your receipt shows a "Limited Lifetime Warranty", we warrant the original part for as long as you own your vehicle. This excludes batteries which carry a pro-rated warranty and does not cover freezing.

## **Warranty Period**

If you experience a defect during the specified warranty period, return the part along with the original sales receipt to any O'Reilly store and we will, according to the type of warranty, replace or repair the part, or you may write O'Reilly Auto Parts, P.O. Box 1156, Springfield, Missouri 65801.

## **How To Return Parts**

If a part is replaced under warranty, we will warrant the replacement part for the remainder of the original warranty period or 90 days, whichever is longer.

## **Replacement Parts**

Some tools and equipment carry a "Repair" warranty, meaning they are repaired instead of being replaced. An indication will be made on your receipt to identify items with a "Repair" warranty.

## **Tools and Equipment Refunds**

O'Reilly has the option to refund your money instead of replacing or repairing a part. The warranty period for parts used or installed on a commercial vehicle expires 90 days after the date of purchase regardless of what may be printed on your receipt.

## **Commercial Use**

This warranty does not cover parts that fail from improper installation, another faulty part, abuse, or parts that are installed in vehicles used for off-road or racing purposes. Chemicals and oils do not have warranty coverage.

## **What is Not Covered**

THE LIMITED WARRANTY ABOVE IS THE ONLY EXPRESS WARRANTY MADE BY O'REILLY WITH RESPECT TO SUCH PARTS. ANY IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. O'REILLY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow limitations on how long an implied warranty lasts, or allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

*This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.*



4845 US Highway 271 North, Pittsburg, Texas 75686

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March 26, 2015

Tim Herbel  
O'Reilly Auto Parts  
233 S. Patterson Ave.  
Springfield, MO 65802

Dear Tim,

All exceptions to the contract, that you have listed in the exceptions to the terms section or marked out in other sections, have been approved by the TIPS board at their meeting on Thursday, March 26, 2015. If you have questions please let me know.

Sincerely,

Blenda McNatt  
TIPS Director  
(903) 575-2621