

Participating Addendum
for
Automotive Parts and Solutions
Administered by Omnia Partners 158963
between
O'Reilly Auto Enterprises LLC dba O'Reilly Auto Parts
and
State of Oklahoma by and through the Office of Management and Enterprise Services
(OK SW Contract No. SW0307)

This Participating Addendum is entered into by the State of Oklahoma by and through the Office of Management and Enterprise Services ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in OMNIA PARTNERS Master Agreement Number 158963, executed by Contractor and the State of Oklahoma ("Lead State") for Omnia Partners - Automotive Parts and Solutions ("Master Agreement"):

Contractor Name: O'Reilly Auto Enterprises LLC dba O'Reilly Auto Parts
Contractor Address: 233 South Patterson Ave., Springfield, MO 65802

PARTICIPATING ADDENDUM CONTACTS:

Contractor's contact for this Participating Addendum is:

Contact:
Title:
Email:
Phone Number:

Participating Entity's contact for this Participating Addendum is:

Contact: Asha Parks
Title: Category Manager
Email: asha.parks@omes.ok.gov
Phone Number: 405.521.6674

- I. **TERM.** This Participating Addendum is effective as of the date of the last signature below or, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify OMNIA PARTNERS to initiate outreach to the appropriate parties.
- III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
 - a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's OMNIA PARTNERS webpage as authorized to provide Products and Services to



Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- V. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number, a Statewide contract number on an Order.

Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to OMNIA PARTNERS and Participating Entity.

VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. See Exhibit 1. Attachment C: Oklahoma Statewide Contract Terms.

- VII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

- VIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:

- a. Exhibit 1: Attachment C: Oklahoma Statewide Contract Terms.
b. Exhibit 2: O'Reilly Price File - Percentage off list.

- IX. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Contact:
Title:
Email:
Phone Number:

For Participating Entity:

Contact: Asha Parks
Title: Category Manager
Email: asha.parks@omes.ok.gov
Phone Number: 405.521.6674



SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

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

Wes Wise
Wes Wise (Jan 27, 2025 09:24 CST)

Signature:

Wes Wise

Printed Name:

Vice President, Sales

Title:

Jan 27, 2025

Date:

State of Oklahoma by and through the **Office of Management and Enterprise Services:**

Amanda Otis
Amanda Otis (Jan 27, 2025 14:40 CST)

Signature:

Amanda Otis

Printed Name:

State Purchasing Director

Title:

Jan 27, 2025

Date:

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Amendments

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Amendment to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Amendment to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.
- 2.4** The state agency or other authorized entity who places an order is the legally responsible party under a Contract dispute arising from the Order.

3. Termination

All terms in this Contract relating to termination flow through to the Customer. A customer may terminate for funding insufficiency, cause or convenience any order or agreement made pursuant to this Contract. The termination must be done according to terms set forth in this Contract.

4. No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

5. Contract Management Fee and Usage Report

5.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Amendment.

5.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

5.3 All Contract Usage Reports shall meet the following criteria:

- i. Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;

- ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii. Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv. Contract quarterly reporting periods shall be as follows:
 - a. January 01 through March 31;
 - b. April 01 through June 30;
 - c. July 01 through September 30; and
 - d. October 01 through December 31.
 - e. Reports must include the following information:
 - f. Procuring entity;
 - g. Order date;
 - h. Purchase Order number or note that the transaction was paid by Purchase Card;
 - i. City in which products or services were received or specific office or subdivision title;
 - j. Product manufacturer or type of service;
 - k. Manufacturer item number, if applicable;
 - l. Product description;
 - m. General product category, if applicable;
 - n. Quantity;
 - o. Unit list price or MSRP, as applicable;
 - p. Unit price charged to the purchasing entity; and
 - q. Other Contract usage information requested by the State.

- 5.4** Payment of the contract management fee shall be delivered to the address below, or by setting up ACH. Payments must be received within forty-five (45) calendar days after the end of each quarterly reporting period.

Office of Management and Enterprise Services
P.O. Box 248984
Oklahoma City, Oklahoma 73124-8984

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

O'Reilly-OMNIA Price File

Category	Discount
ACCESSORIES AND MOBILE ELECTRONICS	O'Reilly List Price Less 41% or Better
AIR FRESHENERS	O'Reilly List Price Less 41% or Better
ANTIFREEZE/COOLANT	O'Reilly List Price Less 41% or Better
APPLICATION ELECTRICAL	O'Reilly List Price Less 41% or Better
AUTOMOTIVE BATTERIES	O'Reilly List Price Less 41% or Better
AUTOMOTIVE DETAIL	O'Reilly List Price Less 41% or Better
AUTOMOTIVE HARDWARE	O'Reilly List Price Less 41% or Better
AUTOMOTIVE LIGHTING	O'Reilly List Price Less 41% or Better
BATTERY ACCESSORIES	O'Reilly List Price Less 41% or Better
BRAKES	O'Reilly List Price Less 41% or Better
CHASSIS	O'Reilly List Price Less 41% or Better
CLIMATE CONTROL (HVAC)	O'Reilly List Price Less 41% or Better
COOLING	O'Reilly List Price Less 41% or Better
DRIVELINE	O'Reilly List Price Less 41% or Better
ELECTRICAL	O'Reilly List Price Less 41% or Better
EMISSION CONTROL/AIR MANAGEMENT	O'Reilly List Price Less 41% or Better
ENGINE MANAGEMENT	O'Reilly List Price Less 41% or Better
ENGINE PARTS/COMPONENTS	O'Reilly List Price Less 41% or Better
EQUIPMENT	O'Reilly List Price Less 41% or Better
EXHAUST SYSTEM	O'Reilly List Price Less 41% or Better
FILTERS	O'Reilly List Price Less 41% or Better
FLUID MANAGEMENT AND ACCESSORIES	O'Reilly List Price Less 41% or Better
FUEL SYSTEM	O'Reilly List Price Less 41% or Better
GASKETS	O'Reilly List Price Less 41% or Better
GENERAL MERCHANDISE	O'Reilly List Price Less 41% or Better
GREASES AND LUBES	O'Reilly List Price Less 41% or Better
IGNITION SYSTEM	O'Reilly List Price Less 41% or Better
MOTOR OIL	O'Reilly List Price Less 41% or Better
PAINT/BODY	O'Reilly List Price Less 41% or Better
PERFORMANCE CHEMICALS	O'Reilly List Price Less 41% or Better
PERFORMANCE PARTS AND ACCESSORIES	O'Reilly List Price Less 41% or Better
REFRIGERANTS AND ACCESSORIES	O'Reilly List Price Less 41% or Better
RIDE CONTROL	O'Reilly List Price Less 41% or Better
ROTATING ELECTRICAL	O'Reilly List Price Less 41% or Better
SEALANTS/ADHESIVES/COMPOUNDS	O'Reilly List Price Less 41% or Better
SEASONAL	O'Reilly List Price Less 41% or Better
SPARK PLUGS	O'Reilly List Price Less 41% or Better
STEERING	O'Reilly List Price Less 41% or Better
TIRE AND WHEEL ACCESSORIES	O'Reilly List Price Less 41% or Better
TOOLS AND GARAGE ACCESSORIES	O'Reilly List Price Less 41% or Better
TRANSMISSION FLUID	O'Reilly List Price Less 41% or Better
TRUCK AND TOWING	O'Reilly List Price Less 41% or Better
VEHICLE PROTECTION	O'Reilly List Price Less 41% or Better
WIPERS/COMPONENTS AND WASHER FLUIDS	O'Reilly List Price Less 41% or Better