

# STATE OF MONTANA TERM CONTRACT

**Department of Administration**  
**State Procurement Bureau**  
**165 Mitchell Building**  
**PO Box 200135**  
**Helena, MT 59620-0135**  
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**T.C. #: DGS-57224**  
**Title: WESTERN STATES CONTRACTING ALLIANCE**  
**AUTO PARTS**  
**This is a non-exclusive contract.**

<b>CONTRACT TERM</b>	<b>FROM</b>	April 30, 2010	<b>CONTRACT STATUS</b>	NEW ( )
	<b>TO</b>	December 31, 2012		RENEW ( )
<b>VENDOR ADDRESS</b>	O'Reilly Automotive Stores Inc. 233 S Patterson Springfield MO 65802		<b>ORDER ADDRESS</b>	
<b>ATTN:</b>	Doug Bennett, Professional Pricing and Bids Manager		<b>ATTN:</b>	
<b>PHONE:</b>	417-829-5879		<b>PHONE:</b>	
<b>FAX:</b>	800-925-0899		<b>FAX:</b>	
<b>E-MAIL:</b>	cgeorge@oreillyauto.com		<b>E-MAIL:</b>	

PER MASTER WSCA CONTRACT. Current Pricing Schedule may be viewed by visiting the following WSCA site:  
<http://www.aboutwsca.org>

**DELIVERY:** PER MASTER WSCA CONTRACT

**F.O.B.:** N/A

**TERMS:** NET 30 DAYS

**REMARKS:** Current pricing schedules may be viewed by going to [www.aboutwsca.org](http://www.aboutwsca.org), clicking on "current contracts", scroll down to Auto Parts, State of California: <http://www.documents.dgs.ca.gov/pd/masters/AutoParts/AutoParts.pdf>

<b>WSCA</b>	JEANNIE LAKE, Contracts Officer	Date: 9/30/11
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**AUTHORIZED SIGNATURE**

## Auto Parts

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This document represents an overview of the Western States Contracting Alliance Auto Parts. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

### 1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of California on behalf of WSCA.

### 2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Auto Parts.

### 3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

### 4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Chris George  
Professional Sales - Bid Supervisor  
O'Reilly Auto Parts  
Phone: 417-829-5879  
Fax: 800-925-0899  
[cgeorge@oreillyauto.com](mailto:cgeorge@oreillyauto.com)

#### State Liaison

Jeannie Lake, Contracts Officer  
State of Montana, General Services Division, State Procurement Bureau  
125 N. Roberts, Mitchell Bldg., Room 165  
Helena, MT 59620  
Phone: 406-444-0110  
Fax: 406-444-2529  
Email: [JeannieLake@mt.gov](mailto:JeannieLake@mt.gov)

## Auto Parts

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### 5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the authorized supply point for all required products. The purchase order must reference the contract number WSCA DGS-57224 and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

### 6.0 CONTRACT TERM

This contract shall take effect on April 30, 2010 and terminate on December 31, 2012. (Mont. Code Ann. § 18-4-313.)

### 7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years.

**WESTERN STATES CONTRACTING ALLIANCE**  
**PARTICIPATING ADDENDUM**  
**FOR AUTO PARTS**  
**Between**  
**The State of Montana and O'Reilly Automotive Stores Inc.**  
(Name of Contractor)

This Participating Addendum will add the State of Montana as a Participating State to purchase from the WSCA Price Agreement, Number DGS-57224, with O'Reilly Automotive Stores Inc.  
(Name of Contractor)

**1. Scope:**

Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the Western States Contracting Alliance, Auto Parts Master Price Agreement, #DGS-57224 (the "WSCA Master Agreement").

The following are authorized Purchasing Entities under this Participating Addendum: All governmental entities within the State of Montana and all registered Cooperative Purchasing Organizations are authorized to purchase products and services under the terms and conditions of the referenced Master Price Agreement.

**2. Changes:**

**A. ACCESS AND RETENTION OF RECORDS**

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**B. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

**C. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

**D. REDUCTION OF FUNDING**

The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**E. TERMINATION OF CONTRACT**

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum whole or in part without cause.

**F. PURCHASING CARD**

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3. **Lease Agreements:** NONE

4. **Primary Contact:** Participating Entity's primary contact for this Participating Addendum is:

Name: Jeannie Lake, Contracts Officer / State Procurement Bureau  
Address: PO BOX 200135, Helena MT 59620-0135  
Telephone: 406-444-0110  
Fax: 406-444-2529  
E-mail: JeannieLake@mt.gov

5. **Subcontractors:** The following subcontractor(s) are authorized to perform services: NONE.

6. **Price Agreement Number:** All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include WSCA Master Agreement number: #DGS-57224

7. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement.

8. **Order of Precedence:** The parties acknowledge and agree that:

(a) In the event of a conflict between the terms contained in the WSCA Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

(b) This §8 specifically supercedes §5 of the WSCA Master Agreement

This Participating Addendum and the WSCA Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the WSCA Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the WSCA Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Montana

Contractor: O'Reilly Automotive Stores Inc.

By: 

By: 

Name: Marvin Eicholtz

Name: Doug Bennett

Title: Administrator

Title: Professional Pricing & Bids Manager

Date: 9/2/2011

Date: 8/22/11