

CO-OPERATIVE PURCHASE AGREEMENT NO. 5145

Auto Parts for Fleet Maintenance

THIS **Auto Parts for Fleet Maintenance Co-operative Purchase Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and O'Reilly Auto Enterprises, LLC, dba O'Reilly Auto Parts ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

- 1. Co-operative Agreement.** Contractor has agreed to provide Auto Parts for Fleet Maintenance in accordance with its agreement with Sourcwell Contract # 032521-ORA (the "Co-operative Agreement"), which is incorporated by reference herein as if set out here in its entirety. In the event of a conflict between this Agreement and the Co-operative Agreement, this Agreement shall govern to the extent allowed by the Co-operative Agreement.
- 2. Scope.** Contractor will provide Auto Parts for Fleet Maintenance in accordance with the attached Statement of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 3. Term.** The Term of this Agreement is one year beginning on the date provided in the Notice to Proceed from the City's Procurement Division. The parties may mutually extend the term of this Agreement for up to two additional one-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 4. Compensation and Payment.** This Agreement is for an amount not to exceed \$80,000.00, subject to approved amendments and changes. All pricing must be in accordance with the attached Quote, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

Invoices must be mailed to the following address:

City of Corpus Christi
Attn: Accounts Payable
P.O. Box 9277
Corpus Christi, Texas 78469-9277

- 5. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Benjamin Sanchez
Title: Parts Foreman
Address: 5352 Ayers Bldg. 3B, Corpus Christi, TX 78415
Phone: 361-826-1959
Fax: 361-826-4394

IF TO CONTRACTOR:

O'Reilly Auto Enterprises, LLC, dba O'Reilly Auto Parts
Attn: Misty Burge
Title: Bid Analyst II
Address: 233 S. Patterson Ave., Springfield, Missouri 65802
Phone: 417-874-7200 Extension 10817
Fax: 417-874-7250

- 6. Entire Agreement.** This Agreement, along with the Co-operative Agreement, constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

[Signature Page Follows]

CONTRACTOR

DocuSigned by:

Signature:

misty burge
73FADB402E93489...

Printed Name:

Misty Burge

Title:

Bid Analyst II

Date:

9/27/2023

CITY OF CORPUS CHRISTI

Josh Chronley

Assistant Director of Finance – Procurement

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney

Date

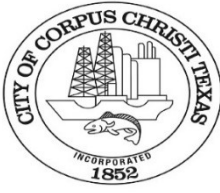
Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule

Incorporated by Reference Only:

Co-operative Agreement: 5145



ATTACHMENT A: SCOPE OF WORK

- A. Contractor shall provide filters, batteries, brakes, engine parts, body parts, supplies, and other automotive parts.
- B. Parts will be ordered on an as needed basis.
- C. In stock parts ordered before 2:00 pm shall be available for pick up the same business day.
- D. In stock parts ordered after 2:00 pm shall be available for pick up the next business day.
- E. Parts will be picked up between the hours of 8:00 am through 5:00 pm. To include Saturdays and holidays (except Easter Sunday, Thanksgiving Day, Christmas Day).
- F. Contractor shall have a bill of sale upon pick up.

ATTACHMENT B-QUOTE/PRICING SCHEDULE

CITY OF CORPUS CHRISTI QUOTE FORM

1. Refer to Contract Terms and Conditions before completing quote.
2. Quote your best price, including freight, for each item.
3. In submitting this quote, Contractor certifies that the prices in this quote have been arrived at independently, without consultation, communication, or agreement with any other contractor or competitor, for the purpose of restricting competition with regard to prices.

Invitation to quote, FOB Destination, Freight Included, on the following:

DESCRIPTION	DESCRIPTION
Automotive and Fleet Parts, Batteries, OEM parts, and Supplies	41 % off list pricing
COOP Contract # <u>032521-ORA</u>	
TOTAL	Not to Exceed \$80,000.00

COMPANY: O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts

NAME OF PERSON AUTHORIZED TO SIGN: Misty Burge

ADDRESS: 233 S. Patterson Ave

CITY / STATE / ZIP Springfield, MO 65802

PHONE: 417-874-7200 ext 10817

EMAIL: probids@oreillyauto.com

FAX: 417-874-7250

DATE: 06/07/2023

SIGNATURE: 

TITLE: Bid Analyst II

THE CITY RESERVES THE RIGHT TO REJECT OR CANCEL ANY OR ALL QUOTES. TO WAIVE ANY INFORMALITIES OR IRREGULARITIES IN THE QUOTES RECEIVED AND TO CANCEL OR POSTPONE THIS PROJECT UNTIL A LATER DATE.