STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (NEW 06/03)

STANDARD AGREEMENT

REGISTRATION NUMBER
AGREEMENT NUMBER
7-15-99-25-01

1. **This Agreement is entered into between the State Agency and the Contractor named below**

STATE AGENCY'S NAME
Department of General Services

Elliott Auto Supply Co., Inc. dba Factory Motor Parts

2. The term of this Agreement is: October 1, 2015 Or upon DGS signature or approval Through December 31, 2019, with option to extend for two (2) additional one (1) year term

3. **The maximum amount of this Agreement is:** **$.00**

4. **The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement:**
This contract provides for Aftermarket Automotive Parts

- Attachment 1, General Provisions (GSPD-401 non-IT Commodities, Revised and effective 6/8/2010).
- Attachment 2, Statement of Work
- Attachment 3, Special Provisions-WSCA-NASPO
- Cost Workbook
- RFP DGS-1304-017
- Contractor's entire final proposal is hereby incorporated as part of this contract.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA **Department of General Services** Use Only
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* Elliott Auto Supply Co., Inc. dba Factory Motor Parts		
BY *(Authorized Signature)* Dana Carney	DATE SIGNED October 14, 2015	
PRINTED NAME AND TITLE OF PERSON SIGNING Dana Carney, Fleet Contract Specialist		
ADDRESS 4755 Northpark Drive Colorado Springs, CO 80918		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Procurement Division		
BY (Authorized Signature) For JB	DATE SIGNED 10/16/15	
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Butler, Deputy Director Procurement Division		
ADDRESS 707 Third Street, 2nd Floor West Sacramento, CA 95605-2811		☐ Exempt per

GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   b) **"Buyer"** means the State's authorized contracting official.
   c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
   f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

2. **CONTRACT FORMATION:**
   a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
   b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
   c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractor's.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
   b) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
    a) these General Provisions – Non-IT Commodities;
    b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
    c) Statement of Work, including any specifications incorporated by reference herein;
    d) special terms and conditions; and
    e) all other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

i) show the number of the container and the total number of containers in the shipment; and

ii) the number of the container in which the packing sheet has been enclosed.

b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.

c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.

b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.

c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. TIME IS OF THE ESSENCE:

Time is of the essence in this Contract.

15. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. SUBSTITUTIONS: Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

17. INSPECTION, ACCEPTANCE AND REJECTION:

a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.

b) All Goods may be subject to inspection and test by the State or its authorized representatives.

c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. SAMPLES:

a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.

b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

19. WARRANTY: Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be

grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

i) Stop work as specified in the Notice of Termination.

ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

iii) Terminate all subcontracts to the extent they relate to the work terminated.

iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;

ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or

iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).

b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.

c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:

i) Completed Goods, and

ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or neligence of the Contractor.

b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.

b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:

i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,

ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.

d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software,

or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
   i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
   ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
   iii) The modification by the State of the equipment furnished hereunder or of the software; or
   iv) The combination or utilization of software furnished hereunder with non-contractor supplied software.

f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

38. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   i) Cancel the Stop Work Order; or
   ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:
a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS
Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
   i) the assignee has not been injured thereby, or
   ii) the assignee declines to file a court action for the cause of action.

45. DRUG-FREE WORKPLACE CERTIFICATION:
The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   i) the dangers of drug abuse in the workplace;
   ii) the person's or organization's policy of maintaining a drug-free workplace;
   iii) any available counseling, rehabilitation and employee assistance programs; and,
   iv) penalties that may be imposed upon employees for drug abuse violations.
c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
   i) will receive a copy of the company's drug-free policy statement; and,
   ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

46. FOUR-DIGIT DATE COMPLIANCE:
Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. SWEATFREE CODE OF CONDUCT:
a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor,

indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. RECYCLING: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

49. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract;
(2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and
(5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).).

STATEMENT OF WORK

1. INTRODUCTION

This Statement of Work ("Agreement") reflects the products and supplies to be provided by the Contractor hereinafter referred to as the "Contractor," for the State of California hereinafter referred to as the "Lead State" for the Aftermarket Automotive Parts Contract. Section 6, Technical Requirements shall be incorporated as a part of this Statement of Work along with all attachments and exhibits.

2. SCOPE

The Contractor will provide the entire portfolio of quality Aftermarket Automotive Parts to Lead State, Participating Entities and local governmental agencies in a timely and efficient manner. The Contractor will be the primary point for, data collection, reporting, and distribution of Aftermarket Automotive Parts to the Lead State.

3. PERIOD OF PERFORMANCE

The term of this Agreement is effective for three (3) years from the date of approved contract document with the option to extend two (2) additional one (1) year periods upon approval by the Lead State and no work shall begin until such time.

During this period of performance, the Contractor(s) will receive purchase orders from the Lead State and Participating Entities for purchases made via the Aftermarket Automotive Parts Contract.

4. CONTRACTOR RESPONSIBILITIES

- The Contractor will provide a Contract Manager in accordance with section 6.44 that will work with the Lead State's Contract Administrator to fully implement and manage the contract.
- The Contractor will work closely with subcontractors (if applicable) to fully implement and manage the Aftermarket Automotive Parts Contract.
- The Contractor shall make available to the Lead State, technically competent personnel to accomplish the tasks and deliverables for the implementation and management of the contract. In addition, the Contractor will have a customer service unit in accordance with Section 6.47 that is dedicated to this contract, to respond to user inquiries.
- The Contractor must notify the Lead State of Contract Manager change in writing within 10 calendar days of the change.
- The Contractor shall promptly notify the Lead State Contract Administrator in writing of any unresolved issues or problems that have been outstanding for more than five (5) working days

5. STATE RESPONSIBILITIES

- The Lead State will provide a Contract Administrator that will work with the Contractor's Contract Manager to fully implement and manage the contract.
- The Lead State Contract Administrator is specified in Section 1.9 and is the contact person for issues relating to the Master Agreement.
- The Lead State Contract Administrator will be responsible for reviewing and approving the following deliverables: Submission and Approval of Aftermarket Automotive Parts Catalog, Section 6.8 and Invoicing, Section 6.34.
- Purchasing Entities will ensure the Contractor has proper access to the appropriate areas for deliveries for the Aftermarket Automotive Parts Contract.
- The Lead State will review and approve implementation plan.
- The Lead State reserves the right to review Contractor's outreach marketing material.

6. TASKS

- The Contractor agrees to perform the required tasks in accordance with the Aftermarket Automotive Parts Master Agreement.
- Any exception to the requirements contained in the Contract may only be authorized by the Lead State Contract Administrator or his/her designee through an amendment.

7. DELIVERABLES

Contractor shall meet all requirements identified in Section 6, Technical Requirements.

8. BILLING INFORMATION

The Contractor shall submit invoices in accordance with Section 6.34, Invoicing.

Attachment 3

SPECIAL PROVISIONS

WSCA-NASPO Master Agreement Terms and Conditions

1. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will invoice each Purchasing Entity individually.

2. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. These WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA-NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

3. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and WSCA-NASPO. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit 10.13 of the RFP.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and
the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the WSCA-NASPO Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states
with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. WSCA-NASPO Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

4. WSCA-NASPO eMarket Center

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA- NASPO Cooperative Contracts. The central online website is referred to as the WSCA- NASPO eMarket Center Contractor shall either upload a hosted catalog into the
eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of
the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data once a year for all Master Agreement items with exception of lubricant which shall be updated quarterly to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update once a year for all Master Agreement items with exception of lubricant which shall be updated quarterly to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. No cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once a year for all Master Agreement items with exception
of lubricant which shall be updated quarterly. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable.
The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase
Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment,
family, class and commodity. More information about the UNSPSC is available at:
http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA- NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this
will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

5. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The requirements of the State of California are set forth in RFP Section 6.48. For all other such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

6. Order of Precedence for Orders Placed Under Participating Addendum

a. The order of precedence for any Order placed under a Participating Addendum shall be:

(1) A Participating Entity's Participating Addendum ("PA");
(2) Attachment 1, General Provisions (GSPD-401 non-IT Commodities, Revised and effective 6/8/2010);
(3) Purchase Order;
(3) Attachment 2, Statement of Work, including any specifications incorporated therein;
(4) Special provisions, including Attachment 3, WSCA-NASPO Master Agreement Terms & Conditions;
(5) Attachment 4, Cost Workbook;
(6) The Solicitation; and
(7) RFP DGS 1304 including all Exhibits.

7. Definitions

In addition to the definitions in Exhibit 1.1 to the RFP:

Order or *Purchase Order* means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

8. Tailoring of General Provisions

With respect to Orders placed by other than the State of California, the term “State” means “Purchasing Entity” in the following sections of Attachment 1, General Provisions (GSPD-401 non-IT Commodities, Revised and effective 6/8/2010):

a. Section 4, Severability

b. Section 9, Assignment

c. Section 10, Waiver of Rights

d. Section 13, Transportation Costs and Other Fees or Expenses

e. Section 15, Delivery

f. Section 19, Warranty

g. Section 20, Safety and Accident Prevention

h. Section 27, Contractor’s Liability for Injury to Persons or Damage to Property

i. Section 34, Confidentiality of Data. This section shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Cancellation by Participating Entity

Any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order.

10. Right to Publish Representations

The Contractor shall not make any representations of WSCA-NASPO’s opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

11. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under a Participating Addendum or Order:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Participating Entity or Purchasing Entity shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations and Participating Entity or Purchasing Entity shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate the Participating Addendum and any related Orders or portions thereof; and

(3) Suspend Contractor's performance; and

(4) Withhold payment until the default is remedied.

d. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

12. Indemnification

a. The terms of indemnification of the State of California are prescribed in Attachment 1, General Provisions (GSPD-401 non-IT Commodities, Revised and effective 6/8/2010). In addition, the Contractor shall defend, indemnify and hold harmless WSCA-NASPO, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. Insurance
Unless otherwise agreed in a Participating Addendum, the following shall apply:

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. (This section shall not include the State of California or its agencies whose insurance requirements are prescribed in the RFP.) Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below~~, with no deductible for each of the following categories~~:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, upon request, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Participating Entity that (1) names the Participating Entity as additional insured, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity who requests it the same information described in this subsection.

e. On request, Contractor shall furnish to the Participating Entity and the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

14. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Participating Entity or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor’s records.

15. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating State’s antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating State’s option, the right to control any such litigation on such claim for relief or cause of action.

16. Governing Law and Venue

a. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity’s or Purchasing Entity’s State.

b. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity’s State

FACTORY MOTOR PARTS
Cost Worksheet
MINIMUM PRICING DISCOUNT
Aftermarket Automotive Parts

CATALOG DISCOUNT IS A FIXED PERCENTAGE OFF CATALOG PRICING FOR EACH CATEGORY SPECIFIED.

CATEGORY	DESCRIPTION	PRICE DISCOUNTS
1	AIR CONDITIONING	52%
2	ALTERNATORS AND STARTERS	63%
3	BATTERIES	71%
4	BEARINGS, BALL AND ROLLER	65%
5	BELTS AND HOSES	60%
6	BRAKES	68%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	57%
9	ENGINE AND DRIVE TRAIN	30%
10	FILTERS, OIL, GAS, AIR, AND TRANSMISSION	71%
11	GASKETS AND SEALS	64%
12	HEATING AND COOLING (ENGINE)	68%
13	LAMPS AND LIGHTING AND MIRRORS	72%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	61%
15	PUMPS, FUEL AND WATER	65%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	67%
17	WIPERS/WASHERS	77%
18	SHOP SUPPLIES & EQUIPMENT	30%

SECTION 1

Request for Proposals (RFP)

The State of California Solicitation

RFP DGS-1304-017

WSCA-NASPO Solicitation –General Information

IMPORTANT NOTICE TO ALL PROPOSERS

Solicitation No. RFP DGS-1304-017

This Solicitation/Acquisition is being conducted under Public Contract Code § 12125, et seq., the Alternative Protest Process.

Submission of a Proposal constitutes consent of the Proposer for participation in the Alternative Protest Process.

Any protests filed in relation to the proposed contract award shall be conducted under the procedures in this document for the Alternative Protest Process.

Any Proposer wishing to protest the proposed award of this solicitation must submit a written Notice of Intent to Protest (facsimile acceptable) to the Coordinator before the close of business on the last day of the protest period, which will be established in the Notice of Intent to Award. Failure to submit a timely, written Notice of Intent to Protest waives the Proposer's right to protest.

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Voice: 916 / 375-4587
Fax: 916 / 375-4611

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General Information

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1. Introduction and Overview of Requirements

1.1. Purpose of this Request for Proposal (RFP)

The State of California, Department of General Services, Procurement Division (DGS-PD) is releasing an RFP for Aftermarket Automotive Parts in furtherance of the WSCA-NASPO Cooperative Purchasing Program (WSCA-NASPO). The purpose of this RFP is to establish a Master Agreement(s) with a qualified Proposer(s) to provide Aftermarket Automotive Parts to the State of California (the Lead State) and all Participating State(s). A Master Agreement does not guarantee a minimum purchase amount.

The RFP leverages the collective volume of potential purchases by numerous State and Local Government entities to obtain the most favorable pricing and discounts available in the marketplace.

Proposers submitting a Proposal for Aftermarket Automotive Parts must propose costs for all categories listed in Exhibit 7.1, Final Cost Workbook. The awarded Contractor(s) are required to provide data collection, reporting, and distribution of Automotive Parts to the Participating State(s) and entities.

The term of the Master Agreement resulting from this RFP will be for three (3) years from date of award. The contract will also contain options to extend the contract for two (2) additional one (1) year periods upon agreement between the Contractor and the Lead State. All discounts, terms, and conditions will remain the same for the entire contract period including any extension periods.

The use of this contract will be non-mandatory for all California State departments.

The awarded Contractor must provide Aftermarket Automotive Parts to the Lead State, Local Governmental agencies and Participating WSCA-NASPO States and other Participating Entities consistent with the requirements set forth in Section 6 of this RFP. For the purpose of this Proposal, Local Government agencies are defined as “any city, county, city and county, district or other governmental body or corporation empowered to expend public funds for the Acquisition of products”, (Reference California Public Contract Code Chapter 2, section 10298 (a) (b)). Participating Entities are defined in the RFP Glossary, Exhibit 1.1. Local Governmental agencies and WSCA-NASPO Participating Entities shall have the same rights and privileges as the Lead State under the terms of this Master Agreement. Any Local Governmental agency desiring to participate shall be required to submit to the same responsibilities as does Lead State agencies and has no authority to amend, modify or change any terms and conditions of this contract.

1.2. WSCA-NASPO Background Information

Since 1993, the Western States Contracting Alliance (WSCA) served as the primary cooperative purchasing arm of The National Association of Procurement Officials (NASPO) and encouraged, fostered and guided participating members to work collaboratively in an effort to create true procurement cooperatives.

NASPO formed a subsidiary entity, the WSCA-NASPO Cooperative Purchasing Organization (WSCA-NASPO), LLC to facilitate management of its WSCA-NASPO Cooperative Purchasing Program among the states.

WSCA-NASPO represents a unified, nationally-focused cooperative purchasing program that will leverage the collective expertise and experience of WSCA and NASPO, aggregate the demand of all 50 states, the District of Columbia and the five organized territories and their political subdivisions and other eligible entities, to help spur innovation and competition in the marketplace.

1.3. Participating States

The states listed below have signed their intent to participate in the Master Agreement(s) resulting from this RFP. These states are known as Participating States for the purpose of this RFP and its resulting Master Agreement(s): Alaska, Arkansas, Hawaii, Montana, Nevada, North Dakota, Rhodes Island, South Dakota, Utah and Vermont.

Contractor shall comply with the California Terms and Conditions. After Master Agreement award, Participating States and Entities may add individual state terms and conditions when signing Participating Addendum with Contractors.

Political subdivisions and other entities (including cooperatives) authorized by participating state's statutes to use state contracts are subject to the approval of the Participating State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the Participating State Chief Procurement Official.

1.4. Overview of the RFP

The DGS-PD is issuing a two phase RFP. Phase 1 will evaluate and score the administrative and technical compliance of responsive and responsible Proposers. Phase 2 will evaluate and score cost. After the RFP responses have been received and evaluated by the Lead State's Evaluation Team, the Lead State reserves the right to award Master Agreement(s) to the responsive and responsible Proposers meeting the technical, administrative and cost requirements.

1.5. Scope of the RFP and Proposer's Admonishment

This RFP is being conducted under Public Contract Code section 10298 et seq. This RFP contains the instructions governing the requirements for a Proposal to be submitted by interested Proposers. The format used to submit information and the material to be included therein follows. This RFP also addresses the requirements and responsibilities Proposers must meet to be eligible for consideration and award.

Specific information regarding Proposal steps is found in Section 2, Rules Governing Competition, Section 8, Proposal Format and Section 9, Evaluation.

The Proposer must take the responsibility to:

1) Carefully read the entire RFP;
2) Seek clarification by asking questions in a timely manner;
3) Submit all required responses, completed to the best of Proposer's ability and submitted, by the required dates and times;
4) Carefully re-read the entire RFP before submitting a Proposal.

1.6. Pre-Proposal Conference/Webinar

A Pre-Proposal Conference providing an overview of the content of the RFP and the procurement process will be held via a webinar. The time, date and location of the Proposer Conference are included in Section 1.9, Key Action Dates.

The Lead State may accept written or oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided via a written question and answer set. Oral answers shall not be binding on the Lead State.

Please Note: Although attendance is not mandatory, it is strongly suggested all potential Proposers attend.

1.7. Availability

The products proposed to meet the requirements of this RFP must be available throughout the duration of the Master Agreement term.

1.8. Procurement Official

The State of California is the Lead State for this solicitation. The Procurement Official is:

Cynthia Okoroike
Procurement Division
Department of General Services (DGS)
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
Telephone: (916) 375-4389
Facsimile: (916) 375-4663
E-mail: cynthia.okoroike@dgs.ca.gov

All inquiries, questions, and proposal submittals must be directed to the Procurement Official, unless otherwise instructed by an addendum.

Oral communications directly with anyone other than the Procurement Official listed in this solicitation are prohibited. Proposers should only rely on written statements issued from the Procurement Official.

1.9. Key Action Dates

Listed below are the important dates and times related to this RFP. If the Lead State finds it necessary to change any of these dates before the Final Proposal submission, it will be accomplished by an addendum. All dates after the Final Proposal submission deadlines are approximate and may be adjusted as conditions indicate without addendum to the RFP.

No.	Event/Action	Action Date	Time
1)	RFP Release	**03/02/15**	
2)	Last day to submit question for clarification of RFP for Pre-Proposal Conference/Webinar	**03/11/15**	**5:00 pm (PT)**
3)	Pre-Proposal Conference/Webinar	**03/17/15**	**5:00 pm (PT)**
4)	Last day to submit final questions for clarification of RFP prior to submittal of Proposals	**03/24/15**	**5:00 pm (PT)**
5)	Last day to request a change to RFP requirements	**04/02/15**	**5:00 pm (PT)**
6)	Last day to protest the RFP requirements *	**04/09/15**	**5:00 pm (PT)**
7)	Submission of Final Proposals	**04/20/15**	**5:00 pm (PT)**
8)	Cost Opening	**05/04/15**	**5:00 pm (PT)**
9)	Notice of Intent to Award	**05/11/15**	**5:00 pm (PT)**
10)	Last day to submit Notice of Intent to Protest Award	**05/15/15**	**5:00 pm (PT)**
11)	Contract Award	**05/28/15**	**5:00 pm (PT)**
12)	Start Date of Agreement	**06/15/15**	**5:00 pm (PT)**

*Or five (5) days following the last Addendum that changes the requirements of the RFP. See Section 2.2.4 Questions regarding the RFP

1.10. Americans with Disabilities Act

Following is the Policy of the Procurement Division of the State Department of General Services to comply with Title II of the Americans with Disabilities Act (ADA) Compliance Policy of Nondiscrimination on the Basis of Disability.

To meet and carry out compliance with the nondiscrimination requirements of Title II, Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at 916-375-4400 (main office). Procurement Division's TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. The Proposer may also directly contact the Procurement Official identified in section1.8 above.

IMPORTANT: To ensure that the Proposer's accommodation can be met, it is best that requests be submitted at least ten (10) working days before the scheduled event (i.e., Proposer conference) or deadline due-date for procurement documents.

The Procurement Division TTY telephone number is:

Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379

TTY: 1-800-735-2929 or 1-888-877-5378

Speech to Speech: 1-800-854-7784

SECTION 2

RULES GOVERNING COMPETITION

2. Identification And Classification Of Solicitation Document Requirements

2.1.1 Requirements

The State has established certain requirements with respect to Proposals to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation from a requirement is material if the response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed, amount paid to the supplier, or on the cost to the Lead State. Material deviations cannot be waived. A deviation, if not material, may be waived by the Lead State.

2.1.2 Desirable Items

The words "should" or "may" in the RFP indicate desirable attributes or conditions that are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of the Proposal.

2.2 PROPOSAL REQUIREMENT AND CONDITIONS

2.2.1 General

This RFP, the evaluation of responses, and the award of any resulting Master Agreement(s) shall be made in conformance with current competitive Proposal procedures as they relate to the procurement of goods and services by public bodies in the Lead State of California. A Proposal is an irrevocable offer for sixty (60) days following the scheduled date for contract award as specified in RFP Section 1.9, Key Action Dates. A Proposer may extend the offer in the event of a delay of contract award.

2.2.2 RFP Document

This RFP includes, in addition to an explanation of the Lead State's needs which must be met, instructions which prescribe the format and content of Proposals to be submitted. If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer shall immediately notify the Procurement Official identified in Section 1.8, Procurement Official, of such error in writing and request clarification or modification of the document.

Modifications will be made by Addenda and/or public notice on the Lead State's website. An awarded Contractor who fails to notify the Lead State of an error in the RFP shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of Work

The Proposer should carefully examine the entire RFP document and any Addenda thereto, and all related materials and data referenced in the RFP document or otherwise available to the Proposer, and should become fully aware of Attachment 2, Statement of Work.

2.2.4 Questions Regarding the RFP

Proposers requiring clarification of the intent or content of this RFP document or on procedural matters regarding the competitive Proposal process may request clarification by submitting questions in BidSync, or in an email to the Procurement Official. To ensure a response, questions should be received by the time and date specified in specified in RFP Section 1.9., Key Action Dates. At the sole discretion of the Lead State, questions may be paraphrased or consolidated by the Lead State for clarity and answered in sets posted on the Lead State eProcurement website (Bidsync).

2.2.5 Joint Proposals

A joint Proposal or joint venture (two or more Proposers quoting jointly on one Proposal) may be submitted and each participating Proposer must sign the joint Proposal. If the contract is awarded to joint proposers, it shall be one indivisible contract. Each joint Contractor will be jointly and severally responsible for the performance of the entire contract, and the joint Proposers must designate, in writing, one individual having authority to represent them in all matters relating to the Proposal and any resulting contract. The Lead State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

2.3 CONFIDENTIALITY

Proposers should be aware that marking a file or document "confidential", "proprietary," or “trade secret” in a Proposal may exclude it from consideration for award and will not keep that document from being released after award as part of the California Public Records Act, unless the Proposer successfully petitions a court of competent jurisdiction on a timely basis to order the Lead State not to release the document.

2.4 SUBMISSION OF PROPOSALS

2.4.1 General

Proposal submissions are mandatory for all Proposers. All other steps are optional unless otherwise stated in this RFP. However, all Proposers are strongly encouraged to follow the scheduled steps of this RFP document in order to submit compliant Proposals.

2.4.2 Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP document. Images, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP document instructions, responsiveness to the RFP document requirements, and on completeness and clarity of content.

2.4.3 Proposal Development Cost

Costs for developing Proposals are the sole responsibility of the Proposer and shall not be chargeable to the Lead State.

2.4.4 Prompt Payment Discounts

Cash discounts offered by Proposers for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

2.4.5 Completion of Proposals

Proposals must be complete in all respects as required by the RFP. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the solicitation document requirements.

2.4.6 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the Lead State, such information was intended to mislead the State in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP document, it will be the basis for rejection of the Proposal.

2.4.7 Proposal Signature

A cover letter shall be signed by an individual who is authorized to bind the proposing firm(s) contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Proposal may be rejected. The wet-ink signed Cover Letter must be received with the Proposal on the date scheduled for Submission of Final Proposals as specified in RFP Section 1.9, Key Action Dates.

2.4.8 Delivery of Proposals

The Final Proposal must be submitted no later than the date and time specified in Section 1.9, Key Action Dates. If mailed, proposals must be received by the Department of General Services on or before the specified date and time. Mail or deliver proposals to the Department of General Services Procurement Official listed in Section 1.8, Procurement Official. If mailed, it is suggested that the Proposer use certified or registered mail with return receipt requested as delivery of proposals is done at the Proposer's own risk of untimely delivery, lost mail, etc.

Proposals must be received in the number of copies stated in Section 8, Proposal Format. Proposals must be received no later than the dates and times in Section 1.9, Key Action Dates. One (1) copy must be clearly marked "Master Copy". All copies of Proposals must be under sealed cover, which is to be plainly marked "FINAL PROPOSAL for RFP DGS- 1304-017". <u>Final Proposals not received by the date and time in Section 1.9, Key Action Dates, shall be rejected.</u>

As required in Section 8, Proposal Format, all cost data must be submitted under separate, sealed cover and clearly marked "COST DATA for RFP DGS-1304-017". If cost data is not submitted separately sealed, the Proposal shall be rejected. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Hard Copy is the basis for resolving discrepancies.

2.4.9 Withdrawal and Resubmission/Modification of Proposals

A Proposer may withdraw its Administrative and Technical Proposal and/or Cost Proposal at any time prior to the Final Proposal submission date and time specified in RFP Section 1.9, Key Action Dates by submitting a request for withdrawal. The Proposer may thereafter submit a new Proposal. Proposals cannot be withdrawn without the Lead State's consent after the date and time designated for receipt.

2.5 EVALUATION AND SELECTION PROCESS

2.5.1 Contract Award

Contract award, if made, will be in accordance with RFP Section 9: Evaluation to responsive and responsible Proposer(s).

Notice of Award, if made, will occur pursuant to Section 1.9, Key Action Dates. However, the Lead State, at its sole option, may change the Notice of Intent to Award date without prior notification. The Lead State reserves the right to modify or cancel in whole or in part its RFP document.

2.5.2 Evaluation Questions

During the evaluation and selection process, the Lead State and its evaluation team may require the availability of a Proposer's representative, who is able to bind the Proposer contractually, to answer specific questions in writing.

2.5.3 Rejection of Proposals

The Lead State may reject any or all Proposals and may waive any immaterial deviation or defect in a Proposal. The Lead State's waiver of any immaterial deviation or defect shall in no way modify the RFP document or excuse the Proposer from full compliance with the RFP document specifications if awarded a contract.

2.5.4 Errors in the Proposal

An error in a Proposal may cause the rejection of that Proposal. However, the Lead State may at its sole option retain the Proposal and make certain corrections.

In determining if a correction will be made, the Lead State will consider the conformance of the Proposal to the format, content and unusual complexities required by the RFP as follows:

a. If the Proposer's intent is clearly established based on review of the complete Proposal submittal, the Lead State may at its sole option correct an error based on that established intent.
b. The Lead State may at its sole option correct obvious clerical errors.
c. The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the Proposal; the Proposal narrative shall have priority over the contract, the contract shall have priority over the cost work sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated.

d. In the event an ambiguity or discrepancy between the general requirements described in RFP Section 4: Proposed Agreement and the specific technical requirements set forth in RFP Section 6: Technical Requirement is detected after the opening of Proposals, RFP Section 6: Technical Requirement and the Proposer's response thereto, shall have priority. Refer to Section 2.2.2, RFP Document regarding immediate notification to Lead State contact when any ambiguity, conflict, discrepancy, omission, or other errors are discovered.

2.6 DEBRIEFING

A debriefing may be held after contract award at the request of any Proposer for the purpose of receiving specific information concerning its evaluation. The discussion will be based primarily on the administrative, technical and cost evaluations of the Proposer's response. A debriefing is not the forum to challenge the RFP document specifications or requirements.

2.7 PROTESTS

There are two types of Protests:

a. Requirements Protest

b. Alternative Protest Process (Award Protests)

2.7.1 Requirements Protest

Protest regarding any issue other than selection of the successful Proposer(s) are requirements protests and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final.

All protests must be made in writing, signed by an individual authorized under Section 2.4.8, Proposal Signature, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim.

Requirements Protests must be mailed or delivered to:

Street Address:	Mailing Address:
Deputy Director	Deputy Director
Procurement Division	Procurement Division
707 Third Street, 2nd Floor	P.O. Box 989052
West Sacramento, CA 95605	Sacramento, CA 95798-9052

All protest to the RFP requirements or procedures must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective time and date specified in Section 1.9, Key Action Dates.

2.7.2 Alternative Protest Process (Award Protest)

An award protest is where a Proposer has submitted Final Proposal which it believes to be totally responsive to the requirements of this RFP and to be the Proposal that should have been selected according to the evaluation procedure in Section 9, Evaluation, and Proposer believes the State has incorrectly selected another Proposer for award. For this situation, the Proposer may submit a protest of the selection as described below. Protests regarding selection of the "successful Proposer(s)" will be heard and resolved by the Office of Administrative Hearings, whose decision will be final.

This solicitation is being conducted under the provisions of the Alternative Protest Process (PCC section 12125, et seq.). By submitting a proposal to this solicitation, the Bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. The link to the regulations is:

http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx

A Notice of Intent to Award for this solicitation will be publicly posted in the Procurement Division reception area and sent via facsimile to any Proposer who submits a written request for notice and provided a facsimile number.

During the protest period, any participating Proposer may protest the proposed award on the following grounds:

a. For major information technology Acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting Proposer's Proposal should have been selected; or
b. For any other Acquisition – that the protesting Proposer's Proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PT on the five working day after issuing the Notice of Intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives Proposer's right to protest.

Proposer is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: 916 / 375-4611

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting Proposer the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the Proposer's right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be ten (10**)** percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, section 1418.

For the purpose of Protest, the contract value is $19,000,000.00.

2.8 NEWS RELEASES

News releases or any publications relating to a contract resulting from this RFP shall not be made without prior written approval of the Procurement Official identified in Section 1.8, Procurement Official.

2.9 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP document will become the property of the Lead State of California and will become a public record after Award.

SECTION 3

CURRENT AGREEMENT

3. Current Agreement

The current WSCA-NASPO Light Duty Auto Parts Master Agreements (MAs) were established by RFP 57224. The Master Agreements contained eighteen (18) categories and were awarded to multiple Contractors. Historical spend from participating WSCA-NASPO States is listed below.

3.1. Historical Usage Data

The data below represents 2013 annual spend for Auto Parts from participating States using the current MAs.

States:	Annual Spend:
Alaska	$682,355
Alabama	$1,410,848
Arizona	$7,245
Arkansas	$337,754
California	$3,488,267
Colorado	$123,814
Connecticut	$0.0
Hawaii	$335,389
Idaho	$1,486,985
Iowa	$817,220
Kansas	$294,803
Minnesota	$609,181
Mississippi	$471,712
Missouri	$1,023,320
Montana	$737,730
Nevada	$665,314
North Carolina	$10,690
North Dakota	$19,688
Oklahoma	$3,381,307
Oregon	$91,276
South Carolina	$1,851,070
South Dakota	$0.00
Utah	$1,565,711
West Virginia	$356,944
Wisconsin	$4,229
Total Spend	$19,772,852

SECTION 4

PROPOSED AGREEMENT

4. Proposed Agreement

4.1. Overall Goal

The overall goal when purchasing Aftermarket Automotive Parts is to take advantage of high volume purchasing to leverage the State's buying power and obtain lowest cost for the Lead State and Participating Entities while procuring quality Aftermarket Automotive Parts and reducing environmental impacts that may result from products or packaging through their life cycles.

The Lead State of California is proposing to establish a Master Agreement with multiple suppliers for the purchase of Aftermarket Automotive Parts. Selected Proposer(s) will work in cooperation with the Lead State to furnish quality Aftermarket Automotive Parts at the lowest price available in a timely and efficient manner. The selected Proposer(s) will be the primary point for data collection, reporting and distribution of awarded Aftermarket Automotive Parts to the Lead State and to all Participating WSCA-NASPO States.

4.2. Scope

This RFP is being conducted using a discount-off Manufacturer Suggested Retail Price (MSRP) List model, encompassing Aftermarket Automotive Parts for gas, diesel, compressed natural gas (CNG), electric and hybrid vehicles.

4.3. Products

The scope of this RFP includes the following eighteen (18) categories of Aftermarket Automotive Parts as shown on Table 1:

Table 1

NUMBER	CATEGORY
1	Air Conditioning
2	Alternators and Starters
3	Batteries
4	Bearings, Ball and Roller
5	Belts and Hoses
6	Brakes
7	Electrical and Ignition
8	Emission and Exhaust
9	Engine and Drive Train
10	Filter, Oil, Gas, Air and Transmission

NUMBER	CATEGORY
11	Gaskets and Seals
12	Heating and Cooling (Engine)
13	Lamps, Lighting and Mirrors
14	Oils, and Lubricants, Regular and Synthetic
15	Pumps, Fuel and Water
16	Suspension, Shocks, Struts and Steering
17	Wipers/Washers
18	Shop Supplies and Equipment

4.4. Participating Addendums

- A Participating Addendum must be executed by any Participating Entity that adopts this WSCA-NASPO Master Agreement.
- A Participating Addendum shall be executed for each Contractor by the individual States desiring to use their Master Agreement.
- A Participating Addendum allows for each Participating Entity to add additional terms and conditions that may be unique to their State.
- The Participating Entity and the Contractor shall agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.
- States are not mandated to sign a Participating Addendum with all awarded Contractor.
- If a State does not participate, the State Chief Procurement Official may approve any Participating Entity within its jurisdiction to sign its Participating Addendum with awarded Contractor(s).
- The Order of Precedence in the Attachment 3, Special Provisions WSCA-NASPO Master Agreement Terms and Conditions, shall apply to executed Participating Addendum.

SECTION 5

ADMINISTRATIVE REQUIREMENTS

5. Administrative Requirements

5.1 Introduction

This Section contains the detailed administrative requirements pertaining to this RFP. See the Key Action Dates as specified in Section, Section 2, Rules Governing Competition, Section 6, Technical Requirements, Section 7, Cost and Section 8, Proposal Format, for other requirements that must be met in order to be considered responsive to this RFP.

The scope of this RFP shall include, Aftermarket Automotive Parts for gas, diesel, compressed natural gas (CNG), electric and hybrid vehicles as identified in Attachment 2, Statement of Work

5.2 Responses to Administrative Requirements

All of the requirements described in this section must be satisfied by the Proposers. Proposers must indicate their willingness and ability to satisfy these requirements.

Responses to the requirements in this section must be must be documented on Exhibit 5.1, Administrative Requirements Response and included in Proposal, Volume 1 (Refer to Section 8, Proposal Format). The Proposal must include the required Proposal items cross-referenced by the Administrative Requirement number. It may also include any appropriate exhibits to illustrate responsiveness. These exhibits must be clearly labeled and cross-referenced to the Proposal narrative by Administrative Requirement number.

5.3 Designation of Requirements

The requirements specified in this RFP Section are classified as either “Mandatory” or “Non-Mandatory”.

5.4 Mandatory Requirement (M)

Mandatory requirements are identified by “Mandatory” or “M” in the administrative requirements. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP.

As specified with each “Mandatory” or “M” requirement listed below, Proposer must indicate whether their Proposal meets the individual requirement by marking either a “Yes” or “No” in the column next to the requirement on Exhibit 5.1, Administrative Requirements Response. Proposer shall designate the location of a thorough narrative response describing how the contractor will meet the requirement. Failure to respond affirmatively to any mandatory requirements shall result in disqualification of the Proposal.

5.5 Non-Mandatory Requirements (NM)

Some requirements are identified as "Non-Mandatory" or "NM". Proposers are not required to comply in order to be compliant with the RFP requirements. However, if a Proposer offers any of these non-mandatory requirements, the Proposer must meet the minimum requirements as stated in this section.

As specified with each non-mandatory requirement listed below, Proposers must:

- Indicate whether their proposal meets the individual requirement by marking either a "Yes" or "No" on Exhibit 5.1, Administrative Requirements Response; and
- Provide a narrative of the Proposer's compliance and/or response for each item as specified in Sections 8, Proposal Format.

5.6 Proposer Responsibility (M)

Prior to award of the Master Agreement, the Lead State must be assured that the Proposer(s) selected has all of the resources to successfully perform under the Master Agreement. If, during the evaluation process, the Evaluation Team is unable to assure itself of the Proposer's ability to perform under the contract, the Lead State has the option of requesting from the Proposer any information necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted five (5) working days to submit the information requested.

The Proposer agrees to provide the Lead State with sufficient information to allow the Lead State to confirm the Proposer's ability to perform successfully under the Master Agreement if requested.

5.7 Cover Letter (M)

A Proposal must contain a signed Cover Letter on the Proposer's official business Letterhead stationery in accordance with Section 2.4.8, Proposal Signature. The Cover Letter must contain a statement that substantiates that the person who signs the letter is authorized to bind the Proposer's firm contractually. The Cover Letter must also contain statements that substantiate that the Proposer will comply with all RFP requirements and that the Proposer agrees with all terms and conditions.

5.8 Customer References (M)

Customer references are intended to gather information related to the Proposer's experience successfully servicing accounts with requirements similar to those of this solicitation. Proposer shall submit three (3) customer references from different Contracts.

Customer references shall be provided on Exhibit 5.2, Customer Reference Form. Customer Reference Forms from any other procurement will not be accepted for this RFP. At least one of the three references must be a Government customer.

Customers must fully complete the Exhibit 5.2, Customer Reference Form, and return directly to the Proposer. The Proposer must then submit the completed exhibit with the Proposal as specified in Section 8, Proposal Format.

Each contract reference shall:

a. Be valued at $1,000,000.00, at a minimum;
b. Be for work performed within the last five (5) years;
c. Be related to providing aftermarket auto parts to multiple locations

Failure to submit three (3) completed customer references, meeting the requirements above, will result in the Proposal being considered non-responsive. Customer References will be contacted to verify provided reference scores.

5.9 Subcontractors (M)

Proposers may use Subcontractor(s) to provide a portion of work resulting from contract award under this solicitation.

Exhibit 5.3, Proposer Declaration, must be completed if subcontractor(s) are proposed.

5.10 Non-Collusion Affidavit (M)

Proposer(s) are required to complete and submit Exhibit 5.4, Non-Collusion Affidavit.

5.11 Payee Data Record (M)

All Proposers must complete a Payee Data Record, and include it with the Proposal. A copy of this form is available for download at http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf.

5.12 State of California Seller's Permit (M)

For the Lead State of California, this RFP is subject to all requirements set forth in sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and section 10295.1 of the Public Contract Code.

To sell product to the Lead State of California, Proposers are required to submit a copy of their Seller's Permit and include it with the Proposal. All other Participating State(s) will have their own requirements and will be specified in their Participating Addendum(s).

5.13 Registration To Do Business in The State Of California (M)

The Proposer and all subcontractors, if required by law, must be registered with the California Secretary of State to do business in California. Proposal must contain, if applicable, a copy of the Proposer's and any Subcontractor's California Certificate of Status from the California Secretary of State certifying good standing to do business in California. For additional information, please visit www.sos.ca.gov.

Proposer must submit a copy of Secretary of State Certificate with Proposal showing good standing.

5.14 Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion (M)

Expenditures under the resulting Master Agreement may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the Master Agreement file a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government. Proposers must complete Exhibit 5.5, Federal Debarment Certification Form.

5.15 Iran Contract Act (M)

Prior to submitting a Proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must certify it is not on the current list of persons engaged in investment activities in Iran created by the California DGS pursuant to Public Contract Code section 2203.

To view the latest listings of businesses in violation of the Iran Contract Act see the following site:

http://www.documents.dgs.ca.gov/pd/poliproc/Iran%20Contracting%20Act%20List.pdf#search=iran%20contracting&view=FitH&pagemode=none

The Proposer is required to complete and sign Exhibit 5.6, Iran Contract Act document and submit it with their Bid response.

5.16 State of California Darfur Contracting Act of 2008 (M)

Effective January 1, 2009, all Invitation for Bid (IFB) or Request for Proposal (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act) (Public Contract Code (PCC) sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC, section 10475.

A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, Propose on or submit a Proposal for a contract with a State agency for goods or services. (PCC, Section 10477(a)).

Therefore, PCC, section 10478 (a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or Proposal to a State agency.

A scrutinized company may still, however, submit a Proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC, section 10477(b).

Proposers are required to complete Exhibit 5.7, Darfur Contracting Act, and submit it with their Proposal in accordance with Section 8, Proposal Format. Failure to provide the completed exhibit will result in the Proposal being considered non-responsive.

5.17 State of California Plastic Trash Bag Certification Violations (M)

Public Resources Code section 42290 et seq. prohibits the Lead State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant with the recycled content plastic trash bag certification requirements. This includes award of a State contract or subcontract or renewal, extension, or modification of an existing contract or subcontract. Prior to award, the State shall ascertain if the intended awardee or proposed subcontractor is a business identified on the current Department of Resources Recycling and Recovery (Cal-Recycle) noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the Lead State will notify the Board of the proposed award and afford the Board the opportunity to advise the Lead State. No award will be made when either the Proposer or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

5.18 State of California Unfair Practices Act and Other Laws (M)

For the State of California, the Proposer warrants that its proposal complies with the Unfair Practices Act (Business and Professions Code section 17000 et seq.) and all applicable State and Federal laws and regulations.

5.19 State of California Fair Employment and Housing Commission Regulations (M)

The California Government Code section 12990 requires all State contractors to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State contractors to ensure their compliance with the law. DFEH periodically disseminates a list of Proposers who have not complied. Any Proposer so identified is ineligible to enter into any State contract.

5.20 State of California Air or Water Pollution Violations (M)

For the Lead State of California, unless the contract is less than $25,000 or with a non-competitively bid contractor, Government Code section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.

Prior to an award, the Lead State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardees identity or status as a person who is in violation of any state or federal air or water pollution law, the Lead State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.

5.21 State of California Preferences and Incentives (NM)

Proposers are not required to request the following preferences and incentives and the Lead State's denial(s) of these preferences and incentives is not a basis for rejection of a Proposal.

Upon award to a Proposer claiming Small Business or DVBE participation, notice shall be given by the Lead State to the California Certified Small Business or a California Certified Disabled Veteran Business Enterprise listed in Exhibit 5.3, Proposer Declaration Form, of their participation in the contract.

The Lead State will monitor the life of a Master Agreement awarded with any applied preference or incentive for compliance to statutory, regulatory and contractual requirements. After award, the Contractor is required to respond to the Lead State's request for evidence of performance. The Lead State will take appropriate corrective actions and may apply sanctions as necessary to enforce preference and incentive programs.

For this RFP, the DVBE Program goals and incentive have been waived.

5.21.1 State of California Small Business Preference (NM)

California Government Code section 14835, et seq. requires that a five percent (5%) preference be given to Proposers who qualify as a California certified Small Business or Proposers who qualify as a non-small business claiming at least twenty-five percent (25%) California certified Small Business subcontractor participation.

The rules and regulations of this law, including the definitions of a Small Business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, section 1896 et seq. Small Business Non-Profit Veteran Service Agencies (SB/NVSA) Proposers meeting requirements specified in section 999.50 et seq. of the Military and Veterans Code and obtaining California certification as a Small Business are also eligible for this preference. Questions regarding regulations and/or certifications should be directed to the Office of Small Business and DVBE Services at (916) 375-4940.

Proposers desiring to claim this preference must submit completed Exhibit 5.8, Small Business Preference Information, and Exhibit 5.3, Proposer Declaration Form, with the Proposal.

For the purposes of this RFP, the Small Business Preference, if applicable, will be applied in accordance with Section 9, Evaluation.

5.21.2 Commercially Useful Function (M)

Contractor, whether the Proposer or a subcontractor, who have a California certification for one or more of the socio-economic programs (i.e., SB or DVBE), must perform a commercially useful function (CUF) in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for Disabled Veteran Business Enterprises and in the Government Code Section 14837(d)(4)(A) for Small Businesses.

At the State's option, Proposers may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the Proposal.

Proposers must describe compliance with CUF requirement for each certified supplier (Proposer or subcontractors) on Exhibit 5.9, Commercially Useful Function (CUF) Worksheet. Proposers must complete one (1) worksheet for each certified supplier

5.21.3 State of California Target Area Contract Preference Act (TACPA) (NM)

This Proposal contains new and revised procedures for Proposers who wish to apply for TACPA preferences. Proposers are encouraged to review the preference program materials carefully to ensure that their submittals conform to the programs' requirements.

Pursuant to the enactment of Assembly Bill 93 (Chapter 69, Statutes of 2013) the contracting preferences of the Enterprise Zone Act and the Local Agency Military Base Recovery Act are repealed. Proposers may no longer apply for these preferences**.**

1. A contract preference will be granted to California-Based Proposers in accordance with the Target Area Contract Preference Act (TACPA), Government Code section 4530 et seq., whenever contracts for goods are in excess of $100,000 and the Proposers meet certain requirements as defined in the California Code of Regulations, Title 2, Section 1896.30-1896.41 regarding labor needed to provide the goods being procured.

2. The requirement to provide the TACPA Monthly Performance Report of Labor Hours is a mandatory contract requirement that demonstrates your company is being a responsible supplier to the State of California. The required reports shall be submitted to the Dispute Resolution Unit (DRU) no later than the 15th day of each proceeding month during the contract period. If the Lead State does not receive the required reports by the required due date, it may impact future contract awards to your company.

3. Proposers are alerted that Workforce Preferences for TACPA MUST be met regardless of preference amount needed to win a contract award. The State will hold the awardee to meeting the workforce preference requested in the preference application. Failure to meet the obligation could result in Default by Supplier and be subject to sanctions as set forth in law.

4. Proposers desiring to claim TACPA preferences must submit a fully executed copy of the Standard Form 830 with their bid. This form can be found at: http://www.dgs.ca.gov/pd/Programs/DisputeResolution.aspx under "Resource Information". The Lead State reserves the right to verify, validate, and clarify all information contained in the Proposal. This includes, but is not limited to, information from Proposers, manufacturers, subcontractors, and any other sources available at time of Proposal evaluation. Proposer's refusal to agree or comply with these terms, or failure to provide additional supporting information at the Lead State's request may result in denial of the requested preference.

5. Proposers are advised that TACPA workforce preferences between 1-4 percent are based on the Proposer agreeing to hire certain identified persons equal to a percentage of its workforce during the contract performance period. The application form, STD 830, incorrectly lists workforce preference as percentage of total contract labor hours.

   Proposers are not required to apply for TACPA preferences. Denial of TACPA preference requests is not a basis for rejection of the Proposal. Contracts awarded with applied preferences will be monitored throughout the life of the Contract for compliance to statutory, regulatory and contractual requirements. The Lead State will take appropriate corrective action to apply sanctions as necessary to enforce performance programs.

5.22 Catalog Submission

Proposer shall provide a link to the commercially available catalog described in requirement 6.8

5.23 Section 5 Exhibits

1. Exhibit 5.1, Administrative Requirements Response

2. Exhibit 5.2, Customer Reference Form

3. Exhibit 5.3, Proposer Declaration

4. Exhibit 5.4, Non-Collusion Affidavit

5. Exhibit 5.5, Federal Debarment Certification Form

6. Exhibit 5.6, Iran Contracting Act (5-M)

7. Exhibit 5.7, Darfur Contract Act Certification

8. Exhibit 5.8, Small Business Preference Information

9. Exhibit 5.9, Commercially Useful Function

SECTION 6

TECHNICAL REQUIREMENTS

6. Technical Requirements

6.1. Introduction

This Section contains the detailed technical requirements pertaining to this RFP. See Section 2, Rules Governing Competition, Section 5, Administrative Requirements, and Section 8, Proposal Format, for other requirements that must be met in order to be considered responsive to this RFP.

The scope of this RFP shall include, Aftermarket Automotive Parts for gas, diesel, compressed natural gas (CNG), electric and hybrid vehicles as identified in Attachment 2, Statement of Work

6.2. Statement of Work

Section 6, Technical Requirements, in its entirety is incorporated into the Statement of Work for RFP DGS 1304-017. (See Attachment 2, Statement of Work)

6.3. Responses to Technical and Business Requirements

All of the requirements described in this Section are terms and conditions that the Lead State expects to be satisfied by the Contractor. Contractor must indicate their willingness and ability to satisfy the requirements contained in 6. 6, Technical Requirements

6.4. Designation of Requirements

The requirements specified in this RFP Section are classified as “Mandatory” and “Non-Mandatory Scored”.

6.5. Mandatory Requirement (M)

Mandatory requirements are identified by “Mandatory” or “M” in the technical requirements. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP.

As specified with each “Mandatory” or “M” requirement listed below, Contractor must indicate whether their Proposal meets the individual requirement by marking either a “Yes” or “No” in the column next to the requirement. Contractor shall designate the location of a thorough narrative response describing how the contractor will meet the requirement. Failure to respond affirmatively to any mandatory requirements shall result disqualification of the Proposal.

6.6. Non-Mandatory Scored (NMS) Requirements:

Some requirements are identified as non-mandatory scored (NMS). Contractors are not required to comply with these requirements in order to be compliant with the RFP requirements. However, if a Proposer offers any of the non-mandatory scored requirements, the Proposer must meet the minimum requirements as stated in this section in order to receive evaluation points as described in Section 9, Evaluation.

As specified with each non-mandatory scored requirement listed in this section, Contractor must indicate whether their Proposal meets the individual requirement by marking either a “Yes” or “No” in the column next to the requirement. Contractor shall designate the location of a thorough narrative response describing how the contractor will meet the requirement.

6.7. Technical Requirements

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
Products					
Catalogs					
6.8.	**Aftermarket Automotive Parts Catalog** The contractor must provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms that: • Is regularly maintained by a manufacturer or contractor and; • Is either published or otherwise available for inspection by customers, and/or the general public. The published commercially available catalog shall include, at a minimum: • The contractor's stock keeping number (SKU) • A complete and accurate description of the item • The unit of measure (UOM) • The quantity in the unit of measure (QUOM) • List Price/MSRP	**M**	☐	☐	
6.9.	**Availability** The Contractor shall not have any catalog viewing restrictions for State departments, Local Government agencies and other Participating Entities trying to access the electronic catalogs.	**M**	☐	☐	
6.10.	**Product Substitution** Unless specifically requested by Purchaser, no product substitutions will be allowed.	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
6.11.	**Core Exchange/Charges** All parts supplied which require core exchange shall be monitored by the Contractor to ensure proper cores are returned to the Proposer. Core credit is to be issued the same day as received. Any core that is not usable or not returned shall be billed at the core price listed in the manufacturer's price sheet for that particular part.	M	☐	☐	
Pricing					
6.12.	**Annually Allowable Price Adjustment** The pricing of the catalog must be held firm for the first year of any Master Agreement resulting from award. Pricing may be amended annually thereafter with exception of oil and lubricant based product group which may be amended quarterly. Price changes may be allowed after the first year of the Master Agreement provided that the changes are mutually agreed upon by both the Lead State and the Contractor. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index or similar pricing guide. Acceptance and approval of price adjustment will be at the sole discretion of the Lead State Contract Administrator. Any price decreases shall be immediately passed along to the purchaser.	M	☐	☐	
6.13.	**Price Adjustments** A decrease in the level of categories discount shall not be considered during the entire term of the Master Agreement nor for any subsequent Master Agreement extension. However, an increase in the level of categories discount may be considered at any time during the term of the Master Agreement and during each subsequent Master Agreement extension.	M	☐	☐	
6.14.	**Price Reductions** In the event of a price decrease in the Contractor's MSRP Pricing Catalog, including renewal options, the Lead State Contract Administrator shall be notified immediately. All Catalog price reductions shall be effective upon the notification provided to the Lead State	M	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	Contract Administrator.				
Retail Sales Establishment					
6.15.	**Retail Sales Establishments** Retail Sales Establishments are defined as any facilities that the Contractor uses on a regular basis to warehouse and/or sell merchandise, and at which the Contractor conducts regular business transactions at either the retail or wholesale level. Contractor facility should provide: 1. Walk-In and will-call order system during regular work hours. 2. Provide customer service associate to support walk-in and will-call order system. 3. Provide itemized sales receipts for all walk-in and will-call transactions. 4. Availability of delivery. 5. Acceptance of State P-Card. 6. Participation of independently owned franchise and payment to a single location These facilities shall be operated in accordance with State Law and comply with all zoning requirements as implemented by local, county or State governments. Examples of unacceptable retail sales establishments include houses, garages, or storage rental facilities. Contractor shall provide a list of authorized retail sales establishment to be used on this contract within 15 days after contract award. The list shall be provided on Exhibit 6.3, Authorized Retail Sales Establishment. Contractor shall update the retail sales establishment list annually after contract award. If Contractor is offering Retail Sales Establishments, Contractor shall ensure State agencies, Local Government agencies and other Participating Entities will receive contract pricing when purchasing contract item	**NMS**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	through Retail Sales Establishments.				
ORDERING					
6.16.	**Ordering** The Contractor shall accept orders from any of the State agencies, Local Governmental agencies and Participating Entities.	**M**	☐	☐	
6.17.	**Purchase Execution** State agencies will submit orders on a Purchasing Authority Purchase Order (Std. 65) via one of the ordering methods as specified in Section 6.20, Ordering Methods. Local Government agencies and other Participating Entities may use their own approved Purchase Order document in lieu of Std.65. Contractor shall not accept purchase documents from State agencies, Local Government agencies and Participating Entities containing non-contract items.	**M**	☐	☐	
6.18.	**Minimum Order** There is no minimum order on this contract.	**M**	☐	☐	
6.19.	**Ordering Methods** Contractor shall accept, the following ordering methods: • Electronic (email) • Facsimile • US Mail • Over-the-counter • Online (internet)	**M**	☐	☐	
6.20.	**Ordering Contact** Contractor shall provide the following ordering information to be used by ordering agencies on Exhibit 6.1, Contractor Ordering Information: • Email address • Toll free phone number	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	• Toll free fax number • Mailing address				
6.21.	**Ordering Contact - Emergency** Contractor shall provide ordering information in the event of declared emergency. The following ordering information shall be provided on Exhibit 6.2, Ordering Contact - Emergency: • Email address • Toll free phone number • Toll free fax number • Mailing address	**M**	☐	☐	
6.22.	**Order Acknowledgement** Contractor must provide the ordering agencies with an order receipt acknowledgment via email or facsimile within twenty-four (24) hours after receipt of an order. The acknowledgement will include: • Purchasing Entity Name • Purchase Order Number • Description of goods and/or related products purchased • Total Cost • Delivery Date • Identification of any Out of Stock Items During the life of the Master Agreement, the Contactor shall work with the Lead State to provide any other future changes the Lead State may deem necessary.	**M**	☐	☐	
6.23.	**Out-of-Stock Remedy** Upon receipt of order acknowledgment identifying out of stock items, the ordering agencies shall have the following options: • Request back order • Cancel the item from the order. Under no circumstance is the Contractor permitted to	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	make unauthorized substitutions or cancellations, without the authorization of the Purchasing Entity.				
6.24.	**Re-Manufactured Parts** Contractor may provide remanufactured parts when new parts are not available and with authorization of the Purchasing Entity. Used, previously installed or shop worn parts shall not be accepted.	M	☐	☐	
Delivery					
6.25.	**Delivery Locations** Deliveries are to be made (statewide) within the State of California and to all Participating States and Purchasing Entities to the location specified on the individual order, which may include, but not be limited to inside buildings, high-rise office buildings, and receiving docks.	M	☐	☐	
6.26.	**Delivery Schedules** Delivery of ordered product shall be completed within two (2) working days after receipt of an order, unless otherwise agreed to by the Purchasing Entity. Since receiving hours for each Purchasing Entity will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific receiving hours before delivery occurs. Contractor must notify the Purchasing Entity within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified in the contract.	M	☐	☐	
6.27.	**Security Requirements for Institutions** Deliveries may be made to locations inside secure institutional grounds (such as the California state prisons) that require prior clearances to be made for delivery drivers. The Contractor will be responsible for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and	M	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	other rules of delivery. These security clearance procedures may vary from facility to facility. Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause the contractor to be declared in default of contract requirements.				
6.28.	**Free on Board (F.O.B.) Destination (Shipping Terms)** All prices offered shall be F.O.B. destination and allowed for California and all Participating States. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations. All emergency or rush deliveries that require special shipping and handling should be at the ordering entities expense, with prior approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item. In the event an emergency or rush delivery is required as the result of a Contractor's error; all shipping cost shall be paid by the Contractor**.**	**M**	☐	☐	
6.29.	**Manufacturer Warranty** Contractor must honor all manufacturers' warranties and guarantees on all products offered as part of the Master Agreement. If a product warranty extends beyond the term of the Contract, the Contractor must agree to provide warranty services throughout the life of the warranty. These parts must be warranted to be free of defective parts and workmanship, provided they are properly installed on the vehicle for which they were intended, for the time and mileage shown in the product literature or catalog. Statement of warranty is to be provided by Contractor with items delivered under this Master Agreement. For all items ordered, warranty begins on the date of	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	delivery.				
6.30.	**Return Policy** Items purchased under this contract may be returned at no cost for a full refund if item is unused, in its original packaging and within thirty (30) calendar days of its delivery. Contractor shall be responsible for picking up all returns within seven (7) working days of advance, written notification to include email and fax.	**M**	☐	☐	
6.31.	**Credit Policy** Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. Contractor shall provide credit for the following items: • Items ordered or shipped in error • Items that are returned within 30 calendar days of delivery • Defective or freight-damaged items The Contractor cannot require the Purchasing Entity to deal directly with the manufacturer. In all cases, the Purchasing Entity shall have the option of taking an exchange or receiving a credit.	**M**	☐	☐	
6.32.	**Restocking Fees** Contractor will not impose a restocking fee on the Purchasing Entity under this Master Agreement for the following: • Item(s) returned that were damaged upon receipt • Incorrect items shipped • Items that are returned unopened in an original packaging • Items that are returned, but exchanged for other items	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
6.33.	**Product Recall Procedures** The Contractor shall provide recall notification, regardless of level, in writing to the Lead State Contract Administrator and each Purchasing Entity through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, Contract number, Purchase Order number, Delivery Order Number and disposition instructions. Contractor shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the Lead State and Purchasing Entity. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each Purchasing Entity shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.	**M**	☐	☐	
Invoicing/Payment					
6.34.	**Invoicing** The Contractor's invoice must identify, at a minimum, the information listed below: 1. Leveraged Procurement Number (Lead State's Contract Number) 2. Agency Order Number (Purchase Order Number) 3. Agency Billing Code 4. Purchasing Entity Name 5. Delivery address of the order 6. Product(s) description 7. Manufacturer's product(s) number(s) 8. Quantities of merchandise issued 9. Price(s) per unit(s) and extended price 10. Date ordered 11. Date delivered 12. Listing of returns or back ordered items 13. Discounts (i.e. Cash Discounts, Prompt Payment Discounts, Volume Discounts, etc.). If applicable, discounts shall be clearly indicated on each invoice as a written statement. (Sample: "Prompt Payment Discount: 1% 20 Days")	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	14. Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency 15. Any other mutually agreed upon requirements the State may later deem necessary. Within 15 days from contract award, the Contractor must submit a preliminary copy of their invoice to the Lead State Procurement Officer for approval. The Lead State shall review and determine acceptability of the invoice and the authorized copy shall become the standard for this Master Agreement. Other Participating Entities may have their own invoicing requirements.				
6.35.	**Payment** State departments and Local Government agencies may pay by check, electronic funds transfer, or with the Participating Entity's credit card. For the Lead State, payments are to be made in accordance with paragraph 30 of the State's General Provisions (GSPD 401Non-IT Commodities, Rev 6/8/2010). Other Participating Entities may have their own payment term and for those Participating Entities, their individual payment terms apply.	**M**	☐	☐	
6.36.	**CAL-Card Invoicing/P Card** For the Lead State, all CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Section 6.35, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder. For additional information regarding the State of California, Procurement Division's CAL-Card program, see the following website: http://www.dgs.ca.gov/pd/Programs/CALCard.aspx. The total invoice amount for each CAL-Card order must reflect a zero balance due or credit, if applicable, and identified as "paid by CAL-Card". Other Participating Entities may have their own Purchase Card Type programs. For those Participating Entities, their individual Purchase Card rules apply.	**M**	☐	☐	
Reporting					

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
6.37.	**Contract Usage Report** The Lead State will provide Contractor with a template of the electronic Contract Usage Report. The Contractor shall submit the contract usage report to the Lead State Contract Administrator on a quarterly basis. The report shall detail all invoiced purchases against the contract during the specified reporting period. The report is due even when there is no activity. The Contract Usage Report shall be provided in the format specified and include the data elements identified in Exhibit 6.4, Contract Usage Report Template. The Contract Usage Report shall be provided to the Lead State Contract Administrator in Excel Spreadsheet via email or via U.S. Mail on a CD-ROM. Taxes must not be included in the report. The Contract Usage Report shall be submitted on a quarterly basis as follows: **Reporting Quarter** / **Due Date** Q1 Jul 1 to Sept 30 / Oct 31 Q2 Oct to Dec / Jan 31 Q3 Jan 1 to Mar 31 / Apr 30 Q4 Apr 1 to Jun 30 / Jul 31 Failure to meet reporting requirements and submit the report on a timely basis shall constitute grounds for suspension of the Contractor Master Agreement. Amendment for term extensions may be approved only if all quarterly reports have been submitted to the Lead State within the time frame identified.	**M**	☐	☐	
6.38.	**WSCA-NASPO Summary and Detail Usage Reports** In addition to Lead State reports required by this solicitation**,** the Contractor shall submit quarterly sales reports directly to WSCA-NASPO as set forth in the Special Provisions, Attachment 3.	**M**	☐	☐	
6.39.	**Post-Consumer Recycled Content (PCRC)**	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes No	Proposal Page Number
	Certification State agencies are required to report purchases made within 11 product categories in the California Integrated Waste Management Board's (CIWMB) State Agency Buy Recycled Campaign (SABRC). In order to comply with those requirements, Contractors are required to certify, in writing, the minimum percentage, if not the exact percentage, of post-consumer recycled content material (PCRC) in each of the products offered as part of this RFP. Exhibit 6.5, Post-Consumer Recycled Content (PCRC) Certification Workbook contains the following documents: 8. PCRC Percentages Worksheet – Contractor shall complete the PCRC Percentages Worksheet listing the percentage of post-consumer recycled content material for each product offered. 9. Letter of Certification – Contractor shall print and sign the Letter of Certification certifying that the minimum percentage, if not exact percentage, listed in the PCRC Percentages Worksheet is true and accurate. The Letter of Certification shall be furnished under penalty of perjury. The Letter of Certification shall be provided regardless of content, even if the product(s) contain no post-consumer recycled material. 10. Reportable Product Categories Table – This table is provided for informational purposes only and identifies the 11 reportable SABRC product categories. Within 30 calendar days from Master Agreement award, the Contractor will be required to provide signed Letter of Certification and the completed PCRC Percentages Worksheet to the State Contract Administrator. The PCRC Percentages Worksheet shall be provided in hard copy and electronic copy (on a CD-ROM in Microsoft Excel format). During the life of the Master Agreement, the Contractor will be required to submit revised PCRC Certification Workbook information if percentages are adjusted or if substitute line items are approved by the Lead State Contract Administrator.			

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
6.40.	**Ad Hoc Reporting** The Contractor shall have the ability to provide ad hoc reports at no cost to the Lead State. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by a Purchasing Entity as a whole. The Lead State or Purchasing Entity may make copies of procurement data in any form and the use of such data shall not be restricted. Dependent on future reporting requirements, the Lead State may ask that certain reports become standard and delivered to the Lead State on a monthly or quarterly basis.	M	☐	☐	
Implementation					
6.41.	**Contractor Responsibility (M)** The Lead State requires Master Agreement(s) resulting from RFP DGS-1304-017 be issued to a prime Contractor who shall be responsible for successful contract performance of the Master Agreement. The prime Contractor shall be responsible for successful performance of any and all of their subcontractors. The Contractor agrees to comply with requirements under the Master Agreement, even if requirements are delegated to subcontractors. All Lead State policies, guidelines, and requirements apply to subcontractors. The prime Contractor and subcontractor shall not in any way represent themselves in the name of the Lead State without prior written approval.	M	☐	☐	
6.42.	**Proposed Implementation Plan** Contractor will be required to provide an Implementation Plan approach for this project within 15 days after award. Contract requirements and timelines for implementation must be included. The Implementation Plan shall address and provide timelines for implementation of all contract and RFP requirements. It shall provide a full description of: • Contractor's quality assurance program which will affect service and delivery.	M	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	• A tentative schedule for modifying the Contractor's system to add each Participating Entity to the contract. • The method proposed and escalation process to ensure Contractor's ability to effectively handle implementation problems (e.g., adding extra staff during the implementation period, Contractor's staff training, State staff training).				
Contract Management					
6.43.	**State Contract Administrator** The Lead State Contract Administrator is specified in Section 1.9 and is the contact person for issues relating to the Master Agreement. Any exception to the requirements contained in the Contract may only be authorized by the Lead State Contract Administrator or his/her designee through an amendment.	**M**	☐	☐	
6.44.	**Contractor Contract Manager** The Contractor will assign a National Account Manager contact person for Contract management purposes. The Contract Manager is to be identified in Exhibit 6.6, Contractor Contract Manager Information. The Contractor Contract Manager must be authorized to make decisions on behalf of the Contractor.	**M**	☐	☐	
6.45.	**Changes in Contract Manager** The Contractor must notify the Lead State of Contract Manager change in writing within 10 calendar days of the change.	**M**	☐	☐	
6.46.	**Contractor Name Change** An amendment is required to change the Contractor's name as listed on this agreement. Contractor agrees to notify the Lead State of any name change. Upon receipt of legal documentation of the name change the Lead State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
6.47.	**Customer Service** Contractor will have a customer service unit that is dedicated to this Contract. The customer service unit shall be staffed with individuals that are trained in the requirements of this Contract and have the authority to take administrative action to correct problems that may occur. The Contractor(s) shall respond to customer inquiries within one (1) business day of initial contact.	**M**	☐	☐	
6.48.	**Lead State Administrative Fee** Contractor shall remit a quarterly Lead State administrative fee of one percent (0.01) of all goods purchased by the State of California for each reporting quarter. Prices submitted shall not reflect the California administrative fee. The administrative fee is specific to California only. This fee will be due to the Lead State on the 30th day following the ending of the specified reporting period. **Reporting Quarter** / **Due Date** Q1 Jul 1 to Sept 30 / Oct 30 Q2 Oct 1 to Dec 31 / Jan 30 Q3 Jan 1 to Mar 31 / Apr 30 Q4 Apr 1 to Jun 30 / Jul 30	**M**	☐	☐	
6.49.	**WSCA-NASPO Administrative Fee** Contractor shall remit a quarterly WSCA-NASPO administrative fee of one-quarter of one percent (0.0025) no later than sixty (60) days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee is based on sales of products (less any charges for taxes and shipping).	**M**	☐	☐	
6.50.	**Participating State Administrative Fee** If a Participating State requires a state administrative fee, each fee will be negotiated and articulated in that State's	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	Participating Addendum.				
6.51.	**Service Level** The Lead State, as part of an on-going quality management effort, will measure the user agencies' satisfaction during the term of the Contract. Measurement will identify areas where service levels can be improved. Contractor must agree to work with the Lead State in resolving any issues resulting from the measurement of customer satisfaction. The Contractor and the Lead State Contract Administrator will work together to continually monitor the success levels of the Master Agreement.	M	☐	☐	
6.52.	**Transition Plan at End of Contract** The Contractor agrees that at the end of this Master Agreement, should the Lead State conduct another procurement and award a new Master Agreement, the Contractor will work with the Lead State Contract Administrator, if requested to ensure that an efficient and effective transition takes place.	M	☐	☐	
EPP Requirements					
6.53.	**Environmentally Preferable Purchasing (EPP)** DGS-PD is responsible for the implementation of EPP as mandated by the California PCC, Chapter 6, sections 12400-12404. Contractor certifies the products or services offered comply with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms (PCC Section 12404).	M	☐	☐	
6.54.	**Toxics in Packaging Purchasing Specification** Contractor agrees to comply with the Toxics in Packaging Prevention Act (California Health and Safety Code (HSC) sections 25214.11-25214.26.) "Package" and "packaging components" are defined in HSC section 25214.12.	M	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
6.55.	**Green Product Marking and Labeling** After the first year of the Master Agreement, Contractor shall mark and identify all green products on the website, in the catalog, and on store floors: • that possess third party certified eco-logos or certifications, • that meet or exceed the California SABRC minimum post-consumer recycled content requirements. After the first year of the Master Agreement, Contractor shall compile and distribute upon request to any Agency/entity a list of green product offerings updated at least annually. The list shall be in electronic and hardcopy form.	**M**	☐	☐	
EPP Corporate Performance Requirements					
6.56.	**Wheel Weights** California law prohibits the manufacture, sale, or installation of wheel weights containing more than 0.1% lead. California Health and Safety Code Section 25215.6-25215.7 (http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=25001-26000&file=25215.6-25215.7	**M**	☐	☐	
6.57.	**Mercury Containing Products** A person cannot sell or distribute for promotional purposes, in California, certain types of new or refurbished products and devices that contain mercury. This law can be found in Health and Safety Code, Division 20, Chapter 6.5; Mercury-Added Thermostats, Relays, Switches, and Measuring Devices (Sections 25214.8.1-25214.8.6).(http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=25001-26000&file=25214.8.1-25214.8.6)	**M**	☐	☐	
6.58.	**Automotive Consumer Products** The California Air Resources Board has approved an airborne toxic control measure (ATCM) that reduces chlorinated compound emissions from automotive consumer products used in automotive maintenance and repair (AMR) activities. Specifically, the ATCM prohibits the use of perchloroethylene (Perc), methylene chloride (MeCl), and trichloroethylene (TCE) in brake cleaners, carburetor or fuel-injection air intake cleaners, engine degreasers, and general purpose degreasers sold, supplied, offered for sale, or manufactured for use in California. Therefore bidders shall not sell, supply, offer	**M**	☐	☐	

Requirement #	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	for sale, or manufacture for sale in California consumer products which do not comply with Title 17 Public Health, Division 3 Air Resources, Chapter 1 Air Resources Board, Subchapter 7.5. Airborne Toxic Control Measures § 93111. Chlorinated Toxic Air Contaminants Airborne Toxic Control Measure--Automotive Maintenance and Repair Activities. (http://www.arb.ca.gov/toxics/atcm/amratcm.htm)				
6.59.	**Brake Friction Material** All motor vehicle brake friction materials must meet the requirements as identified in California Health and Safety Code Section 25250.51. (http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=25001-26000&file=25250.50-25250.65	**M**	☐	☐	
6.60.	**General Consumer Products** Contractor may not sell, supply, offer for sale, or manufacture for sale in California consumer products, including but not limited to adhesive, adhesive removers, automotive rubbing or polishing compound, automotive wax, polish, sealant or glaze, etc., which do not comply with California Code of Regulations, Title 17, Division 3, Chapter 1 – Air Resources Board, Subchapter 8.5 – Consumer Products, Article 2 – Consumer Products, §94507 to §94517. (http://www.arb.ca.gov/consprod/regs/2012/article2080913.pdf)	**M**	☐	☐	

Section Exhibits

- Exhibit 6.1, Contractor Ordering Information
- Exhibit 6.2, Contractor Ordering Information-Emergency
- Exhibit 6.3, Authorized Retail Sales Establishment
- Exhibit 6.4, Usage Report Template
- Exhibit 6.5, Post-Consumer Recycled Content (PCRC) Percentage Worksheet
- Exhibit 6.6, Contractor Contract Manager Information

SECTION 7

COST

7. Cost

7.1. Introduction

Cost is the primary evaluation criteria for the award for this RFP. Cost evaluation will be based on the discount (%), as calculated according to the methodology outlined in Section 9, Evaluation.

The Lead State's intent is to obtain the best pricing and facilitate a straightforward comparison among all Proposals received.

Cost must be proposed in the format described in this section and in Section 8, Proposal Format. Failure to comply with these instructions may result in the rejection of the Proposal. Cost evaluation will be performed as described in Section 9, Cost Score Evaluation.

Important Note: It is imperative that no cost information be included in the body of the proposal. Cost information is to be submitted under separately sealed cover in accordance with Section 8, Proposal Format.

7.2. Quantities

No quantities will be shown in Exhibit 7.1 Final Cost Workbook, as the Lead State has no estimate of the anticipated contract purchase pattern. Actual purchases may vary and the Lead State will not guarantee any quantities or dollar value for any contracts that may result in award through this RFP.

7.3. Cost Workbook Instructions

The Final Cost Workbook, Exhibit 7.1 contains the worksheets the Proposer shall use to provide RFP cost information. The category discount form contains 18 categories and the Proposer must provide discounts for all categories. The Proposer's discount shall be off the Manufactured Suggested Retail Price (MSRP) identified in the commercially available catalog. The Market Basket Evaluation Forms contain items from the 18 categories of products commonly purchased by the Lead State for Light/Medium Duty Passenger Cars, SUVs and Trucks. All worksheets must be filled out completely or the Proposal will be rejected.

7.4. Completion of Final Cost Workbook, Exhibit 7.1

Proposer shall enter company name at the top of each worksheet where indicated.

- **Category Discount Worksheet**

For Categories 1-18 contained in this worksheet, input the Discount percentage (%) being offered to the Lead State for that Category in the column titled “Price Discounts”. The Discount must be entered as a whole number with no decimal places.

The Discount offered in the Proposal is fixed for the life of any resulting Master Agreements including any amendments. However, the Contractor can offer greater discounts at any time during the term of the Master Agreement.

- **Market Basket Evaluation Forms**

There are three Market Basket Evaluation Form worksheets for the Chevy Impala, Chevy Silverado and Chevy Tahoe. Proposer shall complete each worksheet by filling in the information in the columns titled “Brand”, “Part Number” and “List Price”.

7.5. Sales Tax

Sales tax is not to be included in the pricing on Exhibits 7.1, Market Basket Evaluation Form. If awarded a Master Agreement, sales tax should be added at the time of invoicing. The sales tax rate applied should be based on the rate of the location where the product is to be delivered.

7.6. Cost Submittal

Cost Submittal shall be in accordance to section 8.3.8, Cost Data.

Section 7 Exhibit(s)

Exhibit 7.1, Final Cost Workbook which includes:

- Category Discount Worksheet
- Chevy Impala Worksheet
- Chevy Silverado Worksheet
- Chevy Tahoe Worksheet

SECTION 8

PROPOSAL FORMAT

8. Proposal Format

8.1. Introduction

These instructions describe the mandatory Proposal format and the approach for the development and presentation of the Proposal. Proposals must be submitted in the format described in this section. Failure to do so may result in rejection of the Proposal.

The Proposal must contain all the material requested and address all requirements identified in the RFP.

Each Proposer is responsible for providing sufficient information and documentation for their Proposal to be thoroughly evaluated. Additional information deemed appropriate by the Proposer should be included. However, material in the Proposal which conflicts with the RFP requirements may be cause for rejection.

It is the Proposer's responsibility to ensure their Proposal is submitted in a manner that enables the Evaluation Team to easily locate response descriptions and exhibits for each requirement of this RFP.

8.2. General Format Requirements

The pages in the Proposer's RFP response must be standard 8.5" x 11" paper. Larger paper is permissible for charts, diagrams, spreadsheets, etc. Font size should be no smaller than 10 fonts. Pages should be placed within a binder with tabs delineating each section.

The following should be shown on each page of the RFP response:

- Name of Proposer
- RFP 1304-017
- Volume Number
- Page Number

Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the RFP text and in the RFP response Table of Contents. Figures, tables, charts, etc. should be placed as close to text references as possible.

8.3. Final Proposal Format and Content

8.3.1 Instructions

The Final Proposal shall be completely sealed, marked and delivered as indicated in Section 2.4.9, Delivery of Proposals.

The Final Proposal shall be submitted to the Procurement Official identified in Section 1.8 by the time specified in Section 1.9, Key Action Dates.

8.3.2 Proposal Copies

The Final Proposal must be submitted in the number of copies indicated below. Note: One complete set of all required volumes shall be clearly marked "Master Copy".

Volume	Number of copies
Volume I – Response to Requirements	1 "Master Copy" 5 Copies 1 CD-ROM
Volume II – Cost Data	1 "Master Copy" 5 Copies 1 CD-ROM

8.3.3 Proposal Content

The content of each required volume is described below.

8.3.4 VOLUME I – Response to Administrative Requirements

This volume must contain all responses to the Administrative and Technical requirements of the RFP. All applicable forms, except cost data, must be completed and included in this volume. This volume must contain a Table of Contents which identifies the major parts of the RFP response, including forms and exhibits.

Note: Cost information shall not be included in this volume. Proposer must put "XXX" in place of all cost figures and percentages related to costs.

The organization of this volume is to be as follows:

8.3.5 Section 1 – Cover Letter

This section must contain a signed Cover Letter identified in Section 5.7, Cover Letter.

8.3.6 Section 2 – Response to Administrative Requirements (RFP Section 5)

This section must contain all required and/or applicable forms included in this RFP, including the following:

- Exhibit 5.1, Administrative Requirements Response
- Exhibit 5.2, Customer Reference Form
- Exhibit 5.3, Proposer Declaration
- Exhibit 5.4, Non-Collusion Affidavit
- Exhibit 5.5, Federal Debarment Certification Form
- Exhibit 5.6, Iran Contracting Act (5-M)

- Exhibit 5.7, Darfur Contract Act Certification
- Exhibit 5.8, Small Business Preference Information
- Exhibit 5.9, Commercially Useful Function

8.3.7 Section 3 – Response to Technical Requirements (RFP Section 6)

This section must contain the Proposer's completed Section 6, Technical Requirements, in its entirety.

This section must also contain all narrative responses to each requirement identified in RFP Section 6, Technical Requirements and must also include applicable literature necessary to support the response. References may include brochures, specification information, etc. Substantive technical information should be highlighted on the literature page. Mark the applicable pages (i.e. circling, underlining, bracketing, or using a highlight marker that will still show when reproduced, etc.) and list the corresponding Technical Requirement number in the margin.

Failure to respond to all mandatory requirements may be cause for rejection of the Proposal. The Lead State reserves the right to determine if the Proposer's response to a requirement, as detailed in their description and/or supporting documentation, supports or contradicts the Proposer's claim of intended compliance.

This section must also contain all required and/or applicable forms included in this RFP, including the following:

- Exhibit 6.1, Contractor Ordering Information
- Exhibit 6.2, Contractor Ordering Information-Emergency
- Exhibit 6.6, Contractor Contract Manager Information

Reminder: No cost information should be contained in this volume. Proposer must put "XXX" in place of all cost figures and percentages related to costs. Any product supporting literature containing prices or rates (such as catalogs, maintenance service rates, etc.) submitted as part of the RFP must have price figures replaced with "XXX."

8.3.8 VOLUME II – Cost Data

This volume **must** be in a **separately sealed envelope or container, clearly marked "Cost Data"** and contain the completed Final Cost Workbook, Exhibit 7.1, identifying cost, and any other document(s) with cost data. The Cost Worksheet must contain the required items.

Note: Pricing figures shall not appear in any Volume except Volume II-Cost Data.

SECTION 9

EVALUATION

9. Evaluation

9.1 Introduction

This Section describes how the Lead State and the Sourcing Team will evaluate and identify Proposals that meet the RFP's objectives and provide the best value for the Lead State and Participating States. It is the Lead State's intent to conduct a comprehensive, impartial evaluation of all Proposals received. The Lead State and the Sourcing Team will use a pass/fail and weighted score, two-envelope method of selection.

Award of Master Agreement resulting from this RFP may be made to multiple Proposers in accordance with the method identified within this section

9.2 Evaluation Team

A multi-state Sourcing Team will be responsible for the review and evaluation of Proposal in accordance with the process described in the RFP. The Lead State may engage additional qualified individuals during the process to assist the Evaluation Team in understanding technical, financial, legal, contractual, or program matters.

9.3 Overview of Evaluation Process

Evaluations will be conducted in a six (6) step process as follows:

1) Evaluate each Proposal to determine if a Proposer's Final Proposal is responsive and responsible to all mandatory (pass/fail) requirements in Section 5, Administrative Requirements. Note: If a Proposer is deemed non-compliant with any mandatory requirements, evaluation of the Proposal will not proceed to Step 2.

2) Evaluate each Proposal to determine if a Proposer's Final Proposal is responsive and responsible to mandatory (pass/fail) requirements in Section 6, Technical Requirements. Note: If a Proposer is deemed non-compliant with any mandatory requirement, the evaluation of the Proposal will not proceed to Step 3.

3) Determine the Technical Requirements Score for each Proposer's Final Proposal compliant with Steps 1 and 2 above.

4) Determine the Cost Score for each Proposer's Final Proposal. Note: If a Proposer is deemed non-compliant with cost requirements, the evaluation of the Proposal will not proceed to Step 5.

5) Determine the Total Score for each Proposer's Final Proposal by aggregating the Technical Requirements Score and Cost Score for each Proposal.

6) Determine and apply any applicable preferences and/or incentives to each qualified Final Proposal.

9.4 Proposal Opening

All Proposals received by the time and date specified in RFP Section 1.9, Key Action Dates, will be reviewed and evaluated. No Final Proposals will be accepted after the date and time specified in Section 1.9, Key Action Dates. There will be no announcement identifying Proposers until the Public Cost Opening.

The Proposals will be checked for conformance to Section 8, Proposal Format. The separately sealed envelope containing Cost Data identified in Section 8.3.8 will remain sealed and will be stored under lock and key until completion of the administrative and technical evaluations. Absence of required information may deem the Proposal to be non-responsive and may cause rejection.

After the administrative and technical evaluations are complete, Volume II of all compliant (non-rejected) Final Proposals will be opened at the Public Cost Opening and subsequently evaluated. (See Section 1.9, Key Action Dates)

9.5 Validation Against Requirements

The Evaluation Team shall check each Proposal in detail to determine compliance to the RFP requirements. The Lead State reserves the right to determine if the Proposer's response to a requirement, as detailed in their description and/or supporting documentation, supports or contradicts the Proposer's claim of intended compliance.

If a Proposal fails to meet a mandatory RFP requirement, the Evaluation Team will determine if the deviation is material as defined in RFP Section 2, Rules Governing Competition. A material deviation of a mandatory RFP requirement will cause rejection of the Proposal. An immaterial deviation of a mandatory RFP requirement will be examined to determine if the deviation will be accepted. If accepted, the Proposal may be processed as if no deviation had occurred

During the evaluation of the Proposal, the Evaluation Team may request from the Proposer clarification of any area of the Proposal determined to be unclear. However, this request for clarification will not be an opportunity for the Proposer to change their Proposal.

9.6 Proposal Scoring

The Evaluation Team will evaluate and score the responses in each Proposal to determine a Total Score. The maximum points available are 1000. The Total Score includes two (2) components:

TABLE 2: Total Score Components	
Component Description	**Total Available Points**
Technical and Administrative Requirements Score	250
Cost Score	750
Total Score	**1000**

The Evaluation Team will determine the Total Score for each Proposal by aggregating the Technical Requirements Score and the Cost Score.

9.7 Administrative and Technical Requirements

The Administrative and Technical Requirements Score represents 25% (250 points) of the total points available.

The Administrative and Technical Requirements Score will be determined by evaluating the Proposer's responses to the scorable requirements identified in Table 3 below.

TABLE 3: Administrative and Technical Requirements Score Components

RFP Reference	Component Title	Type	Maximum Points Available
5.8	Customer References	MS	150
6.13.	Retail Sales Establishment	NMS	100
Total Technical Points Available			**250**

9.7.1 Retail Sales Establishment:

- A maximum of 10 points is assigned to Proposers who provide a narrative for their walk-in and will call order system.
- A maximum of 10 points is assigned to Proposers who provide a narrative on their customer service associate who will supports walk-in and will-call order system.
- A maximum of 20 points is assigned to Proposers who provide narrative for sales receipts availability for all walk-in and will-call transaction.
- A maximum of 20 points is assigned to Proposer who provides narrative supporting availability of delivery.
- A maximum of 20 points is assigned to Proposer who accepts State P-Card.
- A maximum of 20 points is assigned to Proposer who provides narrative on participation of independently owned franchise and payment to a single location.

Points are assigned based on the following criteria**:**

% of Points	Scoring Guideline for Narrative Response
100	The response exceeds the requirement by providing a narrative regarding the process that will ensure contract pricing at Retail Sales Establishment. Evaluator has the highest degree of confidence in the Proposer's response.
60	The response addresses the requirement by providing a narrative regarding the process that will ensure contract pricing at Retail Sales Establishment. Evaluator has an acceptable degree of confidence in the Proposer's response.
0	The response failed to provide a narrative regarding the process that will ensure contract pricing/discount at Retail Sales Establishment.

9.7.2 Customer Reference Scoring

The Customer Reference requirement will be evaluated and scored separately.

Each Customer Reference Form (Exhibit 5.2) has ten (10) questions. For evaluation purposes, the Evaluation Team will evaluate the rating (provided by the customer) as the number of points the Proposer will receive per question (i.e. a rating of 5 will result in 5 points). Note: If a narrative comment is not provided on a rating of 5, the State will evaluate the question rating as a 4.

Each Customer Reference Form may receive a maximum of 50 points. The total Customer Reference Score will be determined by aggregating the scores for each of the three (3) customer reference forms. It is possible to arrive at a total Customer Reference Score of 150.

The Evaluation Team will contact customer references to verify customer provided ratings.

9.8 Cost Score Evaluation

The Cost Score represent 75% (750 points) of the points available.

The following describes how cost will be evaluated.

Parts provided for Market Basket Evaluation Form shall be based on the following 2008 vehicle models:

- Chevy Impala
- Chevy Silverado
- Chevy Tahoe

The Evaluation Team and Subject Matter Experts will verify that each item proposed meets the description of the line item on the Market Basket Evaluation Form for each vehicle.

The Evaluation Team will calculate the final net cost to the State for each Proposer's Market Basket Evaluation Form. Proposer's Market Basket Evaluation Form for each vehicle will be totaled to arrive at a dollar value total. A cost factor will be calculated using the dollar value totals to determine Cost Score Totals.

9.9 Cost Workbook (Summary scoring)

The points for Proposer's total Market Basket Evaluation Form worksheet shall be calculated as follow:

Step one:

Determine total dollar value for each for each Proposer.

Example:

Proposer	Total State Net Cost - Chevy Impala	Total State Net Cost – Chevy Silverado	Total State Net Cost – Chevy Tahoe	Total
Proposer 1	$45	$100	$100	$245
Proposer 2	$100	$75	$100	$275
Proposer 3	$150	$100	$100	$350
Proposer 4	$100	$100	$100	$300

Step Two:

Determine the lowest total dollar value for all Proposers.

Example:

Proposer	Total
Proposer 1	$245 ⇦ lowest total
Proposer 2	$275
Proposer 3	$350
Proposer 4	$300

Step Three:

For each Proposer, use the lowest total as the Numerator and the respective Proposer's total as the Denominator. The result is referred to as the cost factor.

Example:

Proposer	**Lowest total(Numerator)** **Individual Proposer total (Denominator)**	**Cost Factor**
Proposer 1	$245÷$245	=1.0000
Proposer 2	$245÷$275	=0.8909
Proposer 3	$245÷$350	=0.7000
Proposer 4	$245÷$300	=0.8167

Step Four:

Multiply each Proposer's Cost Factor by the points available to obtain the Proposer's score for the Proposal. Cost Scores are rounded to the nearest whole numbers with no decimal points.

Example:

Proposer	**Cost Factor** (a)	**Maximum Point Available** (b)	**Cost Score** (a x b)
Proposer 1	1.0000	700	700
Proposer 2	0.8909	700	624
Proposer 3	0.7000	700	490
Proposer 4	0.8167	700	572

9.10 Total Score

The total score will be calculated by aggregating the Technical Requirement Score and Cost Score.

Example:

Proposer	Technical Requirement Score (a)	Cost Score (b)	Total Score (a + b)
Proposer 1	375	700	1,075
Proposer 2	320	624	944
Proposer 3	300	490	790
Proposer 4	360	572	932

9.11 Preference Point Calculation

Small Business (SB) Preference Calculation

If the small business preference is to be applied to a California-certified small business's total score, the following formula will be utilized:

SB Preference Points= (Highest Non-Small Business Total Score) X (5%)

Example: the highest non-small business' Total Score is 1075 points. The SB Preference formula would calculate as 1075 X 0.05 = 54 Points rounded to a whole number. The 54 points would be added to the total score for all Small Business Proposers, who qualify for this preference.

Note: If a non-small business is subcontracting with a certified small business for twenty-five percent (25%) of the resulting contract, it will receive the same five (5%) preference as described above. However, a non-small business cannot use this preference to displace a small business in the line for award

Proposer	Small Business	Total Score	Small Business Preference	Adjusted Total Score
Proposer 1	No	1,075	0	1,075
Proposer 2	Yes	944	54	998
Proposer 3	Yes	790	54	844
Proposer 4	No	932	0	932

9.12 TACPA Preference Calculation

TACPA preference will be applied to a qualified Proposer's total score in accordance with Government Code.

9.13 Award

Master Agreement awards will be made to the responsive and responsible Proposer within a 20% range of the Proposer with the highest number of points including all applicable preference points. The Lead State reserves the right to eliminate any specific category(s) from the final award.

Proposer	Adjusted Total Score	Award Threshold (20% of highest score)	Award
Proposer 1	1,075	860	Yes
Proposer 2	998	860	Yes
Proposer 3	844	860	No
Proposer 4	932	860	Yes

9.14 Negotiation

The State may elect to enter into negotiations pursuant to Public Contract Code §6611, if conditions exist.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (NEW 06/03)

STANDARD AGREEMENT

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER

1. **This Agreement is entered into between the State Agency and the Contractor named below**

STATE AGENCY'S NAME
Department of General Services

CONTRACTOR'S NAME

(hereafter called

2. The term of this Agreement is:

3. **The maximum amount of this Agreement is: $ 0.00 (No guarantee of contract expenditure)**

4. **The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Agreement**:

- Attachment 1, General Provisions (GSPD-401 non-IT Commodities, Revised and effective 6/8/2010).
- Attachment 2, Statement of Work
- Attachment 3, Special Provisions
- Attachment 4, Cost Workbook
- RFP DGS 1304 including all the Exhibits
- Contractor 's Proposal

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		**CALIFORNIA Department of General Services Use Only**
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)* ✍	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of General Services, Procurement Division		
BY (Authorized Signature) ✍	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Butler, Deputy Director Procurement Division		
ADDRESS 707 Third Street, 2nd Floor West Sacramento, CA 95605-2811		☐ Exempt per

GENERAL PROVISIONS Attachment 1

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
   a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
   b) **"Buyer"** means the State's authorized contracting official.
   c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
   d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
   e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
   f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

2. **CONTRACT FORMATION:**
   a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
   b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
   c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractor's.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
   a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
   b) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
    a) these General Provisions – Non-IT Commodities;
    b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
    c) Statement of Work, including any specifications incorporated by reference herein;
    d) special terms and conditions; and
    e) all other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

i) show the number of the container and the total number of containers in the shipment; and

ii) the number of the container in which the packing sheet has been enclosed.

b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.

c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.

b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.

c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. TIME IS OF THE ESSENCE:

Time is of the essence in this Contract.

15. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

16. SUBSTITUTIONS: Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

17. INSPECTION, ACCEPTANCE AND REJECTION:

a) Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.

b) All Goods may be subject to inspection and test by the State or its authorized representatives.

c) Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.

e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

18. SAMPLES:

a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.

b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

19. WARRANTY: Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

20. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be

grounds for termination of this Contract in accordance with the default provisions hereof.

21. INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

23. TERMINATION FOR THE CONVENIENCE OF THE STATE:

a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:

i) Stop work as specified in the Notice of Termination.

ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

iii) Terminate all subcontracts to the extent they relate to the work terminated.

iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;

ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or

iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).

b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.

c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:

i) Completed Goods, and

ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or neligence of the Contractor.

b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

28. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.

b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:

i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,

ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.

d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software,

or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
   i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
   ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
   iii) The modification by the State of the equipment furnished hereunder or of the software; or
   iv) The combination or utilization of software furnished hereunder with non-contractor supplied software.

f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

38. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

39. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
   i) Cancel the Stop Work Order; or
   ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
   i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
   ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

40. PRIORITY HIRING CONSIDERATIONS:
If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

41. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

42. NONDISCRIMINATION CLAUSE:
a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS
Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
   i) the assignee has not been injured thereby, or
   ii) the assignee declines to file a court action for the cause of action.

45. DRUG-FREE WORKPLACE CERTIFICATION:
The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   i) the dangers of drug abuse in the workplace;
   ii) the person's or organization's policy of maintaining a drug-free workplace;
   iii) any available counseling, rehabilitation and employee assistance programs; and,
   iv) penalties that may be imposed upon employees for drug abuse violations.
c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
   i) will receive a copy of the company's drug-free policy statement; and,
   ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

46. FOUR-DIGIT DATE COMPLIANCE:
Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. SWEATFREE CODE OF CONDUCT:
a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor,

indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

48. RECYCLING: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

49. CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

50. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

51. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

52. USE TAX COLLECTION: In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

53. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

54. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.

55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract;
(2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and
(5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

56. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).).

STATEMENT OF WORK

1. INTRODUCTION

This Statement of Work ("Agreement") reflects the products and supplies to be provided by the Contractor hereinafter referred to as the "Contractor," for the State of California hereinafter referred to as the "Lead State" for the Aftermarket Automotive Parts Contract. Section 6, Technical Requirements shall be incorporated as a part of this Statement of Work along with all attachments and exhibits.

2. SCOPE

The Contractor will provide the entire portfolio of quality Aftermarket Automotive Parts to Lead State, Participating Entities and local governmental agencies in a timely and efficient manner. The Contractor will be the primary point for, data collection, reporting, and distribution of Aftermarket Automotive Parts to the Lead State.

3. PERIOD OF PERFORMANCE

The term of this Agreement is effective for three (3) years from the date of approved contract document with the option to extend two (2) additional one (1) year periods upon approval by the Lead State and no work shall begin until such time.

During this period of performance, the Contractor(s) will receive purchase orders from the Lead State and Participating Entities for purchases made via the Aftermarket Automotive Parts Contract.

4. CONTRACTOR RESPONSIBILITIES

- The Contractor will provide a Contract Manager in accordance with section 6.44 that will work with the Lead State's Contract Administrator to fully implement and manage the contract.
- The Contractor will work closely with subcontractors (if applicable) to fully implement and manage the Aftermarket Automotive Parts Contract.
- The Contractor shall make available to the Lead State, technically competent personnel to accomplish the tasks and deliverables for the implementation and management of the contract. In addition, the Contractor will have a customer service unit in accordance with Section 6.47 that is dedicated to this contract, to respond to user inquiries.
- The Contractor must notify the Lead State of Contract Manager change in writing within 10 calendar days of the change.
- The Contractor shall promptly notify the Lead State Contract Administrator in writing of any unresolved issues or problems that have been outstanding for more than five (5) working days

5. STATE RESPONSIBILITIES

- The Lead State will provide a Contract Administrator that will work with the Contractor's Contract Manager to fully implement and manage the contract.
- The Lead State Contract Administrator is specified in Section 1.9 and is the contact person for issues relating to the Master Agreement.
- The Lead State Contract Administrator will be responsible for reviewing and approving the following deliverables: Submission and Approval of Aftermarket Automotive Parts Catalog, Section 6.8 and Invoicing, Section 6.34.
- Purchasing Entities will ensure the Contractor has proper access to the appropriate areas for deliveries for the Aftermarket Automotive Parts Contract.
- The Lead State will review and approve implementation plan.
- The Lead State reserves the right to review Contractor's outreach marketing material.

6. TASKS

- The Contractor agrees to perform the required tasks in accordance with the Aftermarket Automotive Parts Master Agreement.
- Any exception to the requirements contained in the Contract may only be authorized by the Lead State Contract Administrator or his/her designee through an amendment.

7. DELIVERABLES

Contractor shall meet all requirements identified in Section 6, Technical Requirements.

8. BILLING INFORMATION

The Contractor shall submit invoices in accordance with Section 6.34, Invoicing.

SPECIAL PROVISIONS

WSCA-NASPO Master Agreement Terms and Conditions

1. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will invoice each Purchasing Entity individually.

2. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. These WSCA-NASPO Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

d. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA-NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

3. WSCA-NASPO Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following WSCA-NASPO reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and WSCA-NASPO Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and WSCA-NASPO. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Exhibit 10.13 of the RFP.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the WSCA-NASPO Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. WSCA-NASPO Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

4. WSCA-NASPO eMarket Center

a. In July 2011, WSCA-NASPO entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible WSCA-NASPO entity's customers to access a central online website to view and/or shop the goods and services available from existing WSCA-NASPO Cooperative Contracts. The central online website is referred to as the WSCA-NASPO eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: WSCA-NASPO eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with WSCA-NASPO and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

SPECIAL PROVISIONS

(2) WSCA-NASPO and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by WSCA-NASPO Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data once a year for all Master Agreement items with exception of lubricant which shall be updated quarterly to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update once a year for all Master Agreement items with exception of lubricant which shall be updated quarterly to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. No cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once a year for all Master Agreement items with exception of lubricant which shall be updated quarterly. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

SPECIAL PROVISIONS

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional WSCA-NASPO and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different WSCA-NASPO Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. WSCA-NASPO reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: http://www.unspsc.com and http://www.unspsc.com/FAQs.asp#howdoesunspscwork.

i. Applicability: Contractor agrees that WSCA-NASPO controls which contracts appear in the eMarket Center and that WSCA-NASPO may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several WSCA-NASPO Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain WSCA-NASPO Cooperative Contracts. In the event one of these entities elects to use this WSCA-NASPO Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and WSCA-NASPO to implement the catalog. WSCA-NASPO does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

5. Administrative Fees

a. The Contractor shall pay to the WSCA-NASPO Cooperative Purchasing Organization, or its assignee, a WSCA-NASPO Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The requirements of the State of California are set forth in RFP Section 6.48. For all other such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

SPECIAL PROVISIONS

6. Order of Precedence for Orders Placed Under Participating Addendum

a. The order of precedence for any Order placed under a Participating Addendum shall be:

(1) A Participating Entity's Participating Addendum ("PA");
(2) Attachment 1, General Provisions (GSPD-401 non-IT Commodities, Revised and effective 6/8/2010);
(3) Purchase Order;
(3) Attachment 2, Statement of Work, including any specifications incorporated therein;
(4) Special provisions, including Attachment 3, WSCA-NASPO Master Agreement Terms & Conditions;
(5) Attachment 4, Cost Workbook;
(6) The Solicitation; and
(7) RFP DGS 1304 including all Exhibits.

7. Definitions

In addition to the definitions in Exhibit 1.1 to the RFP:

Order or *Purchase Order* means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

8. Tailoring of General Provisions

With respect to Orders placed by other than the State of California, the term "State" means "Purchasing Entity" in the following sections of Attachment 1, General Provisions (GSPD-401 non-IT Commodities, Revised and effective 6/8/2010):

a. Section 4, Severability

b. Section 9, Assignment

c. Section 10, Waiver of Rights

d. Section 13, Transportation Costs and Other Fees or Expenses

e. Section 15, Delivery

f. Section 19, Warranty

g. Section 20, Safety and Accident Prevention

h. Section 27, Contractor's Liability for Injury to Persons or Damage to Property

i. Section 34, Confidentiality of Data. This section shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

SPECIAL PROVISIONS

9. Cancellation by Participating Entity

Any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order.

10. Right to Publish Representations

The Contractor shall not make any representations of WSCA-NASPO's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

11. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under a Participating Addendum or Order:

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this Master Agreement; or

(3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Participating Entity or Purchasing Entity shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations and Participating Entity or Purchasing Entity shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate the Participating Addendum and any related Orders or portions thereof; and

(3) Suspend Contractor's performance; and

(4) Withhold payment until the default is remedied.

d. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

12. Indemnification

a. The terms of indemnification of the State of California are prescribed in Attachment 1, General Provisions (GSPD-401 non-IT Commodities, Revised and effective 6/8/2010). In addition, the Contractor shall defend, indemnify and hold harmless WSCA-NASPO, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the

Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. Insurance

Unless otherwise agreed in a Participating Addendum, the following shall apply:

a. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. (This section shall not include the State of California or its agencies whose insurance requirements are prescribed in the RFP.) Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, upon request, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Participating Entity that (1) names the Participating Entity as additional insured, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating Entity as secondary and noncontributory. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity who requests it the same information described in this subsection.

e. On request, Contractor shall furnish to the Participating Entity and the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

14. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Participating Entity or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

SPECIAL PROVISIONS

15. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating State's antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating State's option, the right to control any such litigation on such claim for relief or cause of action.

16. Governing Law and Venue

a. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State

GLOSSARY

Acceptance of offer: In contract law, the act of accepting an offer to provide goods/services and creating contractual liabilities for both the offeror and the offeree.

Acceptance of performance (goods/services): The legal act by which the State assumes ownership of goods or approves specific services rendered as partial or complete performance of the contract.

Acquisition: A process to obtain goods/services, through purchase or lease, for the benefit of the State. The process begins with identification of a need and consists of three phases: Acquisition Planning, Acquisition Phase, and Post Award Administration. Sometimes referred to as procurement, purchase or contracting.

Addendum or Addenda: An addition or deletion to, a material change in, or clarification of, the RFP. Addenda shall be labeled as such and shall be made available to all interested Proposer as set forth in this RFP electronically via Bidsync.

Agency: 1. One of the State's "super" agencies such as the Government Operations Agency or the Health and Human Services Agency. 2. Sometimes used interchangeably with department.

Amendment: A document used to effect a contract change or modification in one or more provisions of an existing contract.

Award: A department's acceptance of an offer to provide goods or services by issuance of a contract/order.

Best Value: A concept relating to requirements and Contractor selection criteria or other factors for a particular transaction that is established by the Lead State to ensure that its business needs and goals are effectively met and that the Lead State obtains the best value.

Bid: *see Proposal*

Bond: A form of collateral provided by the contractor that assures that funds are available to reimburse the State for damages incurred should the contractor refuse or fail to execute a State contract based on the contractor's proposal

CAL-Card: A payment mechanism (Credit card) that can be used in conjunction with a department's delegated purchasing authority. It can have flexible spending limits up to $25,000 issued in the name of the cardholder and is billed to the department

Category: A grouping of a number of goods or services that would normally be bundled together

Close of Business: 5:00 p.m., Pacific Time.

Competition: 1. Full and open competition: All suppliers are permitted to compete for a contract. Bidders are evaluated on the same fixed criteria. 2. Competitive approach: An acquisition approach where the dollar-value of the transaction guides use of procedures for full and open competition, competition based on fair and reasonable evaluation, or use of the SB/DVBE option. This approach is contrasted with use of existing sources or a

non-competitive approach. 3. Effective competition: Requirements for a particular transaction type that determine whether adequate competition has been achieved and a contract can be awarded.

Contract: A legally binding obligation or agreement by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.

Contractor: The successful Proposer who enters into a binding agreement pursuant to this RFP. Also referred to as Proposer.

Download: Transferring data (usually a file) from another computer to the computer one is using. It is also the opposite of *upload.*

Environmentally Preferable Purchasing (EPP): The procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose. This comparison shall take into consideration, to the extend feasible, raw materials acquisition, production, manufacturing, packaging, distributions, reuse, operation, maintenance, disposal, energy efficiency, product performance, durability, safety, the needs of the purchaser, and cost. (Source: California Pubic Contract Code section 12400-124004 (AB 498, Chan)). Environmentally preferable products may include, but are not limited to those that contain post-consumer recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed of, minimize off-gassing of chemicals into the air. It is state policy to engage in environmentally preferable purchasing. The acronym EPP is also used to refer to Environmentally Preferable Products.

Lead State: The State conducting this solicitation and centrally administering any resulting Master Agreement. The State of California is the Lead State for this procurement.

Local Government/Political Subdivision: a local government is a city, county, city and county, district, or other local government body or corporation empowered to expend public funds. When they meet the definition, this includes school districts, water districts, mosquito abatement districts, transportation authorities and many other agencies.

Mandatory: The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor may result in the rejection of the Proposal.

Master Agreement (MA): The underlying agreement executed by and between the Lead State and the Contractor(s).

MSRP: Manufacturer’s Suggested Retail Price.

Participating Entity: means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State: A member of WSCA-NASPO who has indicated its intent to participate by signing an Intent to Contract, or who subsequently signs a Participating Addendum where required, or another state authorized by WSCA-NASPO to be a party to the resulting Master Agreement through the execution of a Participating Addendum.

Product Group: Automotive Parts Categories offered in response to this RFP. Also may be referred to as commodities and or goods.

Proposal: The complete response of the Proposer(s) submittal, including all the required forms, and certifications, setting forth Proposer's prices for the Automotive Parts Categories described in the specifications.

Proposer: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture who submits, or has identified their intention to submit, a proposal to the Lead State in response to this RFP.

Purchasing Entity: means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Remanufactured Items:

The term "remanufactured" as used in this Master Agreement shall mean the part in question will be remanufactured so that all parts shall meet the Original Equipment Manufacturer's (OEM) specifications.

Request for Proposal (RFP): The entire solicitation document, including all parts, sections, exhibits, attachments, and any issued Addenda which sets forth requirements and specifications of a contract to be awarded through a competitive procurement process.

Sourcing Team: An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to this RFP.

ADMINISTRATIVE REQUIREMENTS RESPONSE

The Administrative Requirements Response must be completed by the Proposer and submitted according to Section 8, Proposal Format. This exhibit is designed for the Proposer's use to assist in meeting the State's Administrative Requirements of the RFP and for the State's use to readily identify if Proposers are responsible and responsive to Section 5, Administrative Requirements.

Proposers must complete Sections A and B below as follows:

- Read the detail regarding each proposal item and its requirements. Do not depend on the brief summary title given to the Administrative Requirement description on this exhibit.
- Indicate whether the Proposal meets the individual requirement by marking in either the "Yes" or "No" column.
- Initial next to the corresponding requirement. The designated individual must initial to the right of each item indicating the Bidder's intention to meet the requirement.
- Identify the specific page number in the Proposer's Proposal where the requirement is addressed. Provide any additional exhibits as appropriate to illustrate responsiveness.

SECTION A - Mandatory Requirements

The following requirements are mandatory and must be responded to in accordance with Section 5, Administrative Requirements.

No.	RFP Reference	Description	M	Meets Req.		Confirm With Initials	Location in Proposal (Page #)
				Yes	No		
1.	5.6	Proposer Responsibility	M	☐	☐		
2.	5.7	Cover Letter	M	☐	☐		
3.	5.8	Customer Reference	M	☐	☐		
4.	5.9	Subcontractor	M	☐	☐		
5.	5.10	Non-Collusion Affidavit	M	☐	☐		
6.	5.11	Payee Data Record	M	☐	☐		
7.	5.12	State of California Seller's Permit	M	☐	☐		
8.	5.13	Registration to Do Business in the State Of California	M	☐	☐		
9.	5.14	Federal Debarment	M	☐	☐		
10.	5.15	Iran Contract Act	M	☐	☐		
11.	5.16	Darfur Contracting Act of 2008	M	☐	☐		
12.	5.17	State of California Plastic Trash Bag Certification Violations	M	☐	☐		
13.	5.18	State of California Unfair Practice Acts and Other Law	M	☐	☐		

14.	5.19	State of California Fair Employment and Housing Commission Regulations	M	☐	☐		
15.	5.20	State of California Air or Water Pollution Violations	M	☐	☐		
16.	5.21.2	Commercially Useful Function	M	☐	☐		

SECTION B – Non-Mandatory (NM) Preferences/Incentives

The following preferences/incentives are non-mandatory and therefore Proposers are not required to apply for these preferences/incentives in order to be considered responsive to this RFP. Proposers should refer to RFP Section 5 for specific requirements on Preferences and Incentives.

No.	RFP Reference	Description	NM	Applying for Preference?		Confirm With Initials	Location in Proposal (Page #)
				Yes	No		
1.	5.21	State of California Preference and Incentives		☐	☐		
2.	5.21.1	State of California Small Business Preference		☐	☐		
3.	5.21.3	Target Area Contract Preference (TACPA)		☐	☐		

CUSTOMER REFERENCE FORM

Contractor's (Proposer) Name:	
Customer Name (Proposer's Customer):	
Contract Number:	
Contract Duration:	
Dollar Amount of Contract:	
Products/Services Provided:	
Customer (Proposer's Customer) Contact Name and Title:	
Customer Phone Number:	
Customer Fax Number:	
Customer E Mail Address:	

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

Rating Guidelines and Description of Rating Scale:	
Exceptional (5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good (4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory (3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal (2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory (1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

CUSTOMER REFERENCE FORM

Factors Rated	Questions	**Comments** *(continue on additional sheets if desired)* Mandatory if score is either 1 or 5	***Rating***
Timeliness	1. How would you rate the contractor's geographic coverage and ability to deliver on time throughout all your locations?		① ② ③ ④ ⑤
	2. How would you rate the contractor's product availability and fill rate?		① ② ③ ④ ⑤
	3. How would you rate the contractor's turnaround time when contacted to provide on-site assistance?		① ② ③ ④ ⑤
Contract Management	4. How would you rate the experience of the contractor in managing large accounts?		① ② ③ ④ ⑤
	5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager?		① ② ③ ④ ⑤
Quality	6. How would you rate the quality of the contractor's value-added services?		① ② ③ ④ ⑤
	7. How would you rate the performance of contractor's products compared to that of its competitors?		① ② ③ ④ ⑤
Ordering	8. How would you rate the contractor's ordering system?		① ② ③ ④ ⑤
Reporting	9. How would you rate the contractor's ability to provide ad hoc reports in an accurate and timely manner?		① ② ③ ④ ⑤
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor?		① ② ③ ④ ⑤

Rater's Signature:_____ **Date:**_____

PROPOSER DECLARATION

Instructions: The purpose of this form is to identify (1) California Small Business Certifications and Preferences, and (2) subcontracting information. Carefully review RFP **Section 5**, then type or print all of your responses legibly. Please do **not** alter this form. Except for the Proposer's responses, this form should look exactly the same as it appears in the RFP.

Type or print legibly below the PROPOSER'S LEGAL BUSINESS NAME (If a "dba," include the full dba name, e.g. Business dba Entity. The name below should appear exactly the same on all required submittal documents.)
►

STEPS	QUESTION	PROPOSER RESPONSE	GUIDANCE AND/OR NEXT STEP
1	Are you a certified California SB claiming the SB 5% Preference, **or** do you have a California certified Small Business (SB) application pending?	Check only one box ☐ Yes ☐ No Date your application was submitted to OSDS ▼	If you checked "Yes" and you are a certified SB, continue to Step 2. If you checked "Yes" and your application is pending, type or print legibly the date (month/day/year) you submitted your application, then skip to Step 5. **If you checked "No," skip to Step 3.**
2	What is your small business designation and California SB certification number if your application was approved?	Check only one box and write-in your certification number ☐ SB ☐ Microbusiness ☐ SB/DVBE ☐ SB/NVSA Calif. SB Certification No. ▼	Note: Proof of certification must be submitted in the page titled *"SB/DVBE Certification (If Applicable)."* Continue to Step 5
3	Are you a non-SB claiming the 5% Preference for subcontracting 25% of your contract to certified SBs if awarded?	Check only one box ☐ Yes ☐ No	If you checked "Yes," you agree to subcontract at least 25% of work resulting from the awarded MSA to SBs. Continue to Step 4. **If you checked "No," continue to Step 4.**
4	Are you a DVBE?	Check only one box ☐ Yes ☐ No Calif. DVBE Certification No. ▼	If you checked "Yes," type or print legibly your California DVBE certification number. Then, continue to Step 5. **If you checked "No," continue to Step 5**
5	Are you subcontracting any portion of your contract award?	Check only one box ☐ Yes ☐ No	If you checked "Yes," continue to Step 6 on page 2 of this form. **If you checked "No," skip Step 6 and read the *CERTIFICATION* at the end of page 2 of this form.** ***Note:*** If Proposer marked "No," but determines after award that it will be providing subcontractor(s), it will be required to submit a revised Proposer Declaration.

PROPOSER DECLARATION

STEP 6 Instructions: Complete each column by typing or printing all information legibly for each subcontractor. Please do **not** alter this form – Except for information entered into columns A- F, this form should look exactly the same as it appears in the RFP. If additional rows are needed, submit another page 2 of this form – please do **not** add more rows.

Type or print legibly below the PROPOSER'S LEGAL BUSINESS NAME (If a "dba," include the full dba name, e.g. Business dba Entity. The name below should appear exactly the same on all required submittal documents.)
►

Column A Enter Subcontractor's Legal Business Name, Contact Person, Contact's Phone Number & Contact's Email Address	**Column B** Enter Subcontractor's Legal Business Address (Address, State, Zip, Country I-if not U.S.A.)	**Column C** Enter Subcontractor California Certification (SB, MB, SB/NSVA, SB/DVBE, DVBE or None)	**Column D** Enter Classification(s) Subcontractor Will Provide for the Master Agreement	**Column E*** Enter Estimated % of the Aftermarket Automotive Parts to be Provided by Subcontractor	**Column F*** Is Subcontractor in Good Standing?

***Column E:** Type or print legibly the estimated percentage (%) of the Aftermarket Automotive Parts to be provided by each subcontractor. Do **not** enter a dollar amount.

***Column F:** Type or print legibly either a "Yes" or "No" to indicate that the Proposer (prime contractor) has verified that each subcontractor is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company (subcontractor) is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status
- Is not listed on OSDC website as ineligible to transact business with the State
- Is not listed as being in violation of Iranian Contracting Act (PCC 2200-2208) , Air or Water Pollution (GC 4477, WC 13301), Fair Employment and Housing Commission Regulations (GC 12990), or tax laws (RTC 2063 & 19195, PCC 10295.4)

CERTIFICATION: **Please note that by signing the Cover Letter, the Proposer certifies the information contained in the Proposer Declaration is accurate and binding upon the Proposer.**

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA
)
)
)
)
COUNTY OF _____)

_____, being first duly sworn, deposes and
(name of person signing for Bidder)

says that he or she is
_____ of
(position or title)

_____
(the bidder)

the party making the foregoing bid that that bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or price element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: _____ By: _____
(person signing for bidder)

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Name and Title of Authorized Representative

_____ _____

Signature Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instruction for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
Initials of Submitter	
Printed Name and Title of Person Initialing	

SMALL BUSINESS PREFERENCE INFORMATION

Proposers desiring to claim the small business preference must complete this exhibit as specified in Section 5.21.1, Small Business Preference, and return it with the proposal as specified in Section 8, Proposal Format in order to be eligible for this preference. Proposers are also required to provide certification information on Exhibit 5.3, Proposer Declaration.

Note: Businesses must be certified by California. Questions regarding certifications should be directed to the Office of Small Business and DVBE Certification at (916) 375-4940.

A) Are you a California certified small business claiming the small business preference?

☐ **No** *(Continue to question B)*
☐ **Yes** *(Provide Proposer's information below)*

State of California, Office of Small Business and DVBE Certification reference number: _____

Proposer's company is a: ☐ Non-Manufacturer ☐ Manufacturer

B) Are you a non-small business claiming at least twenty-five percent (25%) small business subcontractor preference?

☐ **No**
☐ **Yes** *(Provide subcontractor certification information on Exhibit 5.3, Proposer Declaration Form)*

IRAN CONTRACTING ACT
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your company/vendor name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

/Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

/Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)r	
Printed Name and Title of Person Signing	

EXHIBIT 5.9

COMMERCIALLY USEFUL FUNCTION (CUF) WORKSHEET

Instructions: Proposer must complete one (1) CUF Worksheet for each certified supplier (prime Proposer or subcontractor) in accordance with Section 5.5.7, Commercially Useful Function.

RFP NUMBER:	RFP DGS 1304-017
BIDDER NAME:	
CERTIFIED SUPPLIER NAME:	

SUPPLIER TYPE:	☐ Prime Bidder ☐ Subcontractor	**CERTIFICATION TYPE:**	☐ SB ☐ DVBE

NARRATIVE QUESTIONS:
1) How is the supplier (whether it is the prime or a subcontractor) responsible for the execution of a distinct element of the resulting State contract?
2) How will the supplier actually be performing, managing or supervising an element of the resulting State contract?
3) How will the supplier be performing work that is normal for its business, services and functions?
4) Is there any further subcontracting that is greater than that expected to be subcontracted by normal industry practices?

CONTRACTOR ORDERING INFORMATION

ORDER INFORMATION (Standard):

Proposers must provide business email address, facsimile and address location to which agency orders will be sent below:

Company Name: _____

Address: _____

City, State & Zip Code: _____

Toll Free Phone Number: _____

Toll Free Fax Number: _____

Email: _____

Contact Name: _____

ORDERING CONTACT-EMERGENCY

Proposers must provide emergency order contact information for orders placed during a declared emergency by the Lead State or Participating Entities.

Company Name: _____

Address: _____

City, State & Zip Code: _____

Toll Free Phone Number: _____

Toll Free Fax Number: _____

Email: _____

Contact Name: _____

LIST OF AUTHORIZED STORES

Contractors are to list below stores (which may be company-owned stores or retail outlets) that are authorized to participate in this contract by supplying aftermarket automotive parts on a will-call basis only or delivery basis (Referenced in Section 6.15). Indicate "Yes" if delivery is available at the location.
(Duplicate this page as necessary to list all locations participating in this contract.)

Authorized Locations						
Name	**Address**	**City/State/Zip**	**Order Placement Contact**	**Phone**	**Fax**	**Delivery**

Proposer's Company Name:_____

WSCA Usage Report Template, Exhibit 6.4

Data Elements

DGS RFP 1304-017

Contract Number: _____
Contractor: _____
Reporting Period: _____
Report Value: _____
Administrative Fee: _____

Note: *Report all invoiced purchases against contract.*

Column Number	**Column 1**	**Column 2**	**Column 3**	**Column 4**	**Column 5**	**Column 6**	**Column 7**	**Column 8**	**Column 9**	**Column 10**	**Column 11**	**Column 12**	**Column 13**	**Column 14**	**Column 15**	**Column 16**	**Column 17**	**Column 18**	**Column 19**	**Column 20**
Column Name	**Ordering Agency Name**	**State/Local Spend**	**Invoice Number**	**Purchase Order Number**	**Purchase Order Date**	**Contract Line Item Number**	**Contract Line Item Group ID**	**UNSPSC Code (Version 11)**	**Manufacturer (OEM)**	**Manufacturer Part Number (OEM #)**	**SKU # / Item #**	**Item Description**	**Unit of Measure**	**Quantity in Unit of Measure**	**Quantity**	**List Price/MSRP**	**Contract Unit Price**	**Contract Discount**	**Extended Contract Price Paid**	**Index Date / Catalog Version**
Description	This is the Department or Local Government Name that best represents the purchasing entity.	Identifies if ordering agency is a State or Local entity.	Identifies the supplier's unique invoice number associated with line item purchased.	Identifies the ordering department's unique purchase order number associated with line item purchased.	The date the agency placed the order.	This identifier uniquely categorizes each line item (commodity/ service) to its respective contractual price. This identifier should match the identifier provided in the contract.	This identifier uniquely categorizes each line item (commodity/ service) to its respective contractual discount. This identifier should match the identifier provided in the contract.	The United Nations Standard Products and Services Code. It's a global multi-sector standard for efficient, accurate classification of products and services. This field should document the appropriate UNSPSC Code for each line item. Website for codes: http://www.unspsc.org/Search.asp	Identifies the manufacturer's name for the line item.	Identifies manufacturer's unique identifier for the line item.	Identifies supplier's unique identifier for the line item.	Informational text about the commodity/service being purchased. Description should be descriptive enough to show the item is consistent with the specifications (high-level).	Descriptor of the packaging unit (i.e. each, box, dozen, case, lbs, pallet etc.).	This field will carry the number of base units in the packaging of the products (# of pencils in a box).	The Quantity purchased for each line item. All returned items are reported as a negative number.	An independently verifiable public price available to the general public. When providing usage reports, this information should reflect list prices at time of order.	This is the contractual price paid for a given line item based on the price (as relative to the contract unit of measure) or discount that was bid.	For line items with a discount structure - this value represents the contractual discount off the List Price. For line items with a fixed price structure, discount is derived based on the following calculation: ((List Price - Contract Price)/List Price) = Contract Discount %.	The suppliers representation of the extended contractual price (Contract Unit Price X Quantity)	The date that designates when the source Index Price or catalog was captured. Helps DGS track index price changes (historical frame of reference)
Format	Variable Character	Variable Character	Variable Character	Variable Character	Date	Variable Character	Variable Character	Number	Variable Character	Variable Character	Variable Character	Variable Character	Variable Character	Number	Number	Currency	Currency	Percentage	Currency	Date / Variable Character
Example	Department of General Services	State	2345879	2832820	6/30/2008	1	A	43211503	HP	PT-674344457	4576543245-JH/4567C	HP Compaq 8710p Notebook PC	BOX	10	1	$2,500.00	$1,650.00	66%	$ 1,650.00	OSD 15

PC RC Certification Workbook

Post Consumer Recycled Content (PC RC) Percentages Worksheet

Solicitation No.: RFP DGS-1304-017
Bidder Name: _____
Revision Date: _____

Instructions:

1. For all line items offered to the State, Bidder/Contractor shall list the minimum percentage, if not exact percentage, of postconsumer material within the State Agency Buy Recycled Campaign (SABRC) Reportable Product Categories.

2. If the line item does not contain any content type matching the SABRC Product/material category, bidders shall enter "N/A" in the the percentage columns.

3. If the line item does not contains content type that matches the SABRC Product/material category but does not contain any post consumer recycled content of this type, bidders shall enter "0" in the the percentage columns.

4. Refer to SABRC Reportable Product Categories Table for more information regarding categories listed.

				Postconsumer Recycled Content Percentage (%) per SABRC Product Category											
Contract Line Item Number (CLIN)	**Item Description**	**SKU #**	**Product meets SABRC Minimum PCRC Content**	Antifreeze	Compost, Co-Compost & Mulch	Glass Products	Lubricating Oils	Metal Products	Paint	Paper Products	Plastic Products	Printing and Writing Papers	Tire-Derived Product	Tires	
1	*White copy paper*	*ABC12345*	*Yes*	*n/a*	*n/a*	*n/a*	*n/a*	*n/a*	*n/a*	*n/a*	*n/a*	*100*	*n/a*	*n/a*	*<--- Sample*

PC RC Certification Workbook

Letter of Certification

Instructions:

All Bidders shall print and sign this "Letter of Certification", certifying the minimum percentage, if not exact percentage, listed in the spreadsheet entitled "PC RC Percentages Worksheet" is the post consumer recycled content (PC RC) material in each product listed and offered in this contract. The certification shall be furnished under penalty of perjury.

Pursuant to Public Contract Code 12205(a)(1), I certify under penalty of perjury under the laws of the State of California that the information provided in the PC RC Table worksheet in the Post Consumer Recycled Content (PC RC) Percentages Workbook is true and correct.

Solicitation No.: _____

Company Name: _____

Address: _____

Name (printed): _____ **Title:** _____

Signature: _____ **Date:** _____

PC RC Certification Workbook

REPORTABLE PRODUCT CATEGORIES TABLE

SABRC Product Categories	CIWMB* Code No.	Product Examples	Minimum Postconsumer Content Requirement
Antifreeze	8	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent postconsumer material.
Compost, Co-compost and Mulch Products	3	Soil amendments, erosion controls, soil toppings, ground covers, weed suppressants, and organic materials used for water conservation; yard trimmings and wood byproducts that are separated from the municipal solid waste stream or other source of organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
Glass Products	4	Windows, test tubes, beakers, laboratory or hospital supplies, fiberglass (insulation), reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose-grain abrasives, deburring media, liquid filter media, and containers.	10 percent postconsumer, by weight.
Lubricating Oils	5	Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
Metal	11	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent postconsumer material, by weight.
Paint	7	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted).
Paper Products	1	Paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, building insulation and panels, corrugated boxes, tissue, and toweling.	30 percent by fiber weight postconsumer fiber.
Plastic Products	6a	Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	10 percent postconsumer, by weight.
Printer or Duplication Cartridges	6b		A. Have 10 percent postconsumer material, or B. Are purchased as remanufactured, or C. Are backed by a vendor-offered program that will take back the printer cartridge after their useful life and ensure that the cartridge is recycled and comply with the definition of recycled as set forth in section Public Contract Code 12156.
Printing and Writing Papers	2	Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight postconsumer fiber.
Tires	9	Truck and bus tires, and those used on fleet vehicles and passenger cars.	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire- Derived Products	10	Flooring, mats, wheelchair ramps, playground cover, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, road surfacing, wheel chocks, rollers, traffic control products, mudflaps, and posts.	50 percent recycled used tires.

** CIWMB - Calfornia Integrated Waste Management Board*

CONTRACTOR CONTRACT MANAGER INFORMATION

Proposers must provide the contact information for the Contractor Contract Manager below:

Company Name: _____

Contact Name: _____

Address: _____

City, State & Zip Code: _____

Telephone Number: _____

Facsimile Number: _____

Email: _____

RFP DGS-1304-017
Notice to Prospective Proposers

Addendum #1
March 6, 2015

This notice announces Addendum #1 to the above referenced RFP.

Changes to the RFP are shown in track change.

The following changes are made:

- Delete 5:00 pm (PT) reference from RFP Section 1.9, Key Action Dates, item 3, Pre-Proposal Conference/Webinar
- Delete 5:00 pm (PT) reference from RFP Section 1.9, Key Action Dates, item 8, Cost Opening
- Delete 5:00 pm (PT) reference from RFP Section 1.9, Key Action Dates, item 9, Notice of Intent to Award
- Delete 5:00 pm (PT) reference from RFP Section 1.9, Key Action Dates, item 11, Contract Award
- Delete 5:00 pm (PT) reference from RFP Section 1.9, Key Action Dates, item 12, Start Date of Agreement
- Modify RFP Section 6.17, page 6-6 to correct erroneous section reference from 6.20 to 6.19, Ordering Methods
- Add Attachment 4, State of Montana special terms and conditions
- Add Attachment 5, State of Vermont special terms and conditions.

The state of Montana and Vermont terms and conditions are for informational purposes only and will be negotiated with individual States after award of the Master Agreement. All States reserve the right to add additional terms and conditions to participating addendums.

All other terms and conditions of the RFP remain unchanged.

Best Regards,

Original signature on file

Cynthia Okoroike, DGS Procurement Official
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811
(916) 375-4389 (voice)
(916) 375-4663 (fax)
cynthia.okoroike@dgs.ca.gov

RFP DGS-1304-017
Notice to Prospective Proposers

Addendum #2
March 11, 2015

This notice announces Addendum #2 to the above referenced RFP.

Changes to the RFP are shown in track change.

The following changes are made:

- Include 10:00 am (PT) Pre-Proposal time, RFP Section 1.9, Key Action Dates, item 3, Pre-Proposal Conference/Webinar

  Important Note: To attend the Pre-Proposal Conference/Webinar, participants must register at the following link: https://attendee.gotowebinar.com/register/5235368961186164225

- Replace Exhibit 7.1 in its entirety, Cost Workbook

All other terms and conditions of the RFP remain unchanged.

Best Regards,

Original signature on file

Cynthia Okoroike, DGS Procurement Official
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811
(916) 375-4389 (voice)
(916) 375-4663 (fax)
cynthia.okoroike@dgs.ca.gov

RFP DGS-1304-017
Notice to Prospective Proposers

Addendum #3
March 13, 2015

This notice announces Addendum #3 to the above referenced RFP.

The following changes are made:

- Replace Exhibit 7.1 in its entirety, Cost Workbook
- Attach question and answer set

All other terms and conditions of the RFP remain unchanged.

Best Regards,

Original signature on file

Cynthia Okoroike, DGS Procurement Official
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811
(916) 375-4389 (voice)
(916) 375-4663 (fax)
cynthia.okoroike@dgs.ca.gov

RFP DGS-1304-017
Notice to Prospective Proposers

Addendum #4
March 27, 2015

This notice announces Addendum #4 to the above referenced RFP.

The following changes are made:

- Replace Exhibit 7.1, Final Cost Workbook in its entirety.
- Attach Question and Answer sets, Addendum #4

All other terms and conditions of the RFP remain unchanged.

Best Regards,

Original signature on file

Cynthia Okoroike, DGS Procurement Official
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811
(916) 375-4389 (voice)
(916) 375-4663 (fax)
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RFP DGS-1304-017
Notice to Prospective Proposers

Addendum #5
April 16, 2015

This notice announces Addendum #5 to the above referenced RFP.

Changes to the RFP are shown in track change.

The following changes are made:

- Attach Question and Answer sets, Addendum #5
- Delete second paragraph of RFP Section 1.1, Purpose of this Request for Proposal (RFP)
- Modify RFP Section 1.9, Key Action Dates
- Modify RFP Section 4.1, Overall Goal
- Delete RFP Section 6.12, Annually Allowable Price Adjustment
- Delete RFP Section 6.14, Price Reductions
- Modify RFP Section 6.33
- Modify RFP Section 6.55, Green Product Marketing and Labeling
- Modify RFP Attachment 3 item 13(b), Insurance.
- Replace Exhibit 7.1, Final Cost Workbook in its entirety.

All other terms and conditions of the RFP remain unchanged.

Best Regards,

Original signature on file

Cynthia Okoroike, DGS Procurement Official
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811
(916) 375-4389 (voice)
(916) 375-4663 (fax)
cynthia.okoroike@dgs.ca.gov

RFP DGS-1304-017
Notice to Prospective Proposers

Addendum #6
April 27, 2015

This notice announces Addendum #6 to the above referenced RFP.

Changes to the RFP are shown in track change.

The following changes are made:

- Delete item #6 from RFP Section 6.15, Retail Sales Establishment
- Modify RFP Section 1.9, Key Action Dates
- Modify RFP Section 9.7.1, Retail Sales Establishment
- Replace Exhibit 7.1, Final Cost Workbook in its entirety.

All other terms and conditions of the RFP remain unchanged.

Best Regards,

Original signature on file

Cynthia Okoroike, DGS Procurement Official
Procurement Division
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West Sacramento, CA 95605-2811
(916) 375-4389 (voice)
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