REQUEST FOR PROPOSAL

for

AUTOMOBILE PARTS

RFP#: DGS-57224

September 16, 2009

State of California
Department of General Services
707 3rd Street
West Sacramento, CA 95605

Table of Contents

Section	Section Title		Page
1	**Introduction and Overview of Requirements**		1-1
	1.1	Purpose of this Request for Proposal (RFP)	1-2
	1.2	Overview of the RFP	1-3
	1.3	Scope of the RFP and Bidder Admonishment	1-3
	1.4	Availability	1-4
	1.5	Procurement Official and Department Contact	1-4
	1.6	Key Action Dates	1-5
	1.7	Americans with Disabilities Act (ADA)	1-6
2	**Rules Governing Competition**		2-1
	2	Rules Governing Competition	2-2
	2.1	Identification and Classification of RFP Requirements	2-2
	2.1.1	Mandatory Requirements	2-2
	2.1.2	Desirable Items	2-2
	2.2	Proposal Requirements and Conditions	2-2
	2.2.1	General	2-2
	2.2.2	RFP Documents	2-3
	2.2.3	Examination of the Work	2-3
	2.2.4	Questions Regarding the RFP	2-3
	2.2.5	Request to Change the Requirements of the RFP	2-4
	2.2.6	Bidders' Conference	2-4
	2.2.7	Addenda	2-4
	2.2.8	State of California Plastic Trash Bag Certification Violations	2-5
	2.2.9	Bonds	2-5
	2.2.10	Follow-on Contracts (PCC 10365.5, PCC 10410, and PCC 10411)	2-5
	2.2.11	Prompt Payment Discounts	2-5
	2.2.12	Joint Proposals	2-6
	2.2.13	State of California Air or Water Pollution Violations	2-6
	2.2.14	State of California Fair Employment and Housing Commission Regulations	2-6
	2.2.15	Exclusion for Conflict of Interest	2-6
	2.2.16	State of California Seller's Permit	2-6
	2.2.17	Disclosure of Financial Interests	2-7
	2.2.18	State of California Unfair Practices Act and Other Laws	2-7
	2.3	Bidding Steps	2-7
	2.3.1	Preparation of Proposals	2-7
	2.3.2	Bidder's Intention to Submit a Proposal	2-7
	2.3.3	Draft Proposals	2-8
	2.3.4	Confidential Discussions	2-9
	2.3.5	Final Proposal	2-9
	2.3.5.1	Submission of Final Proposal	2-9
	2.3.5.2	Bidder's Costs	2-9
	2.3.5.3	Proposal Responsiveness	2-9
	2.3.5.4	False or Misleading Statements	2-9
	2.3.5.5	Proposal Signature	2-10
	2.3.5.6	Delivery of Proposals	2-10
	2.3.5.7	Withdrawal and Resubmission/Modification of Proposals	2-10
	2.3.5.8	Clarification of Final Proposals	2-11

Section	Section Title		Page
2	**Rules Governing Competition (continued)**		
	2.3.5.9	Flawed Final Proposals	2-11
	2.3.5.10	Confidentiality	2-11
	2.3.6	Demonstrations (if required)	2-12
	2.3.7	Sealed Cost Openings	2-12
	2.3.8	Rejection of Proposals	2-12
	2.3.8.1	General	2-12
	2.3.8.2	Evaluation Questions	2-12
	2.3.8.3	Errors in the Final Proposal	2-12
	2.3.9	Contract Award	2-13
	2.3.10	Debriefing	2-13
	2.4	Other Information	2-14
	2.4.1	Protests	2-14
	2.4.1.1	Requirements Protest	2-14
	2.4.1.2	Award Protest	2-14
	2.4.2	News Releases	2-15
	2.4.3	Disposition of Proposals	2-15
3	**Current System**		3-1
	3	Current System	3-2
4	**Proposed System**		4-1
	4.1	Overall Goal	4-2
	4.2	State of California Environmentally Preferable Purchasing	4-2
5	**Administrative Requirements**		5-1
	5.1	Introduction	5-2
	5.2	Responses to Administrative Requirements	5-2
	5.3	Designation of Requirements	5-2
	5.4	Administrative Requirements	5-3
	5.4.1	Bidder Responsibility (M)	5-3
	5.4.2	Confidentiality (M)	5-3
	5.4.3	Contractor Responsibility (M)	5-3
	5.4.4	Contractor Name Change (M)	5-4
	5.4.5	Bidder Declaration (M)	5-4
	5.4.5.1	Subcontractors (M)	5-4
	5.4.5.2	Notice of Subcontractors (M)	5-5
	5.4.6	Commercially Useful Function (M)	5-5
	5.4.7	Non-collusion Affidavit (M)	5-5
	5.4.8	Payee Data Record (M)	5-5
	5.4.9	State of California Seller Permit (M)	5-5
	5.4.10	State of California Darfur Contracting Act of 2008 (M)	5-6
	5.4.11	Contract Terms (M)	5-6
	5.4.12	Non-Discrimination Toward WTO GPA Signatories (M)	5-6
	5.4.13	California Disabled Veteran Business Enterprise (DVBE) Program Requirement (Waived)	5-6
	5.4.14	DVBE Declaration	5-7
	5.5	Preferences and Incentives	5-7
	5.5.1	Small Business Preference (NM)	5-7
	5.5.2	DVBE Incentive (NM) (Waived)	5-8
	5.5.3	Target Area Contract Preference Act (TACPA) Preference, Enterprise Zone Act (EZA) & Local Agency Military Base Recovery Area (LAMBRA) Act Preference Preference (NM)	5-9

Section	Section Title		Page
6	**Technical Requirements**		6-1
	6.1	Introduction	6-1
	6.1.1	Statement of Work	6-1
	6.2	Responses to Technical and Business Requirements	6-1
	6.3	Designation of Requirements	6-2
		Technical Requirements	6-6
		Business Requirements	6-18
		EPP Requirements	6-24
7	**Cost**		**7-1**
	7.1	Introduction	7-2
	7.2	Pricing Structure	7-2
	7.3	Quantities	7-2
	7.4	Worksheet Instructions	7-2
	7.4.1	Download and Save	7-3
	7.4.2	Cost Worksheet	7-3
	7.4.3	Discount Worksheet	7-4
	7.4.4	Important worksheet details	7-4
	7.5	Cost Submittal	7-4
8	**Proposal Format**		8-1
	8.1	Introduction	8-2
	8.2	General Format Requirements	8-2
	8.3	Final Proposal Format and Content	8-3
	8.3.1	Instructions	8-3
	8.3.2	Proposal Copies	8-3
	8.3.3	Proposal Content	8-3
	8.4	Draft Proposal Format and Content	8-5
9	**Evaluation**		9-1
	9.1	Introduction	9-2
	9.2	State Evaluation Team	9-2
	9.3	Receipt	9-2
	9.4	Negotiations	9-2

Section	Section Title	
10	**Exhibits**	
	10.1	Letter of Intent to Bid
	10.2	Statement of Work
	10.3	Contract Development/Standard Agreement (STD 213)
	10.4	Competitive Bidding and Proposal Responsiveness
	10.5	Administrative Requirements Response
	10.6	Retailer's Seller Permit Information
	10.7	Contractor Contract Manager Information
	10.8	Contractor Ordering Information
	10.9	Cost Worksheet, Light Duty
	10.10	Post-consumer Recycle Content (PCRC) Certification Workbook
	10.11	California Department of Corrections and Rehabilitation (CDCR) Special Provisions
	10.12	Darfur Contracting Act Form
	10.13	Contract Usage Report
	10.14	Customer Reference Form
	10.15	WSCA Terms and Conditions
	10.16	State of California Small Business Preference Information
	10.17	Authorized Locations
	10.18	Wholesale Distribution Center Locations
	10.19	Market Basket Evaluation Form (Sample)

*****

SECTION 1

INTRODUCTION AND OVERVIEW OF REQUIREMENTS

LIGHT DUTY AUTOMOTIVE PARTS

1. Introduction and Overview of Requirements

1.1 Purpose of this Request for Proposal (RFP)

The purpose of this Request for Proposal (hereafter called the RFP) is to elicit proposals from firms qualified to provide after market Light Duty Automotive Parts to the State of California (State), participating local agencies, and participating Western States Contracting Alliance (WSCA) States, at contracted pricing in accordance with the requirements of this RFP.

Bidders submitting a proposal to become the State's contractor for Auto Parts must bid all categories listed (Exhibit 10.9). The State intends that the Supplier(s) will work in cooperation with the State to furnish quality products at the lowest price available in a timely and efficient manner. The selected Suppliers will be the primary point of providing warehousing, data collection, reporting, and distribution of Auto Parts to the State.

The scope of this RFP includes automotive products as identified in Exhibit 10.9, Cost Worksheet. The State reserves the right to eliminate any specific category from the final award, if indicated by an analysis of RFP proposals.

The term of the contract resulting from this RFP will be for three (3) years. The contract will also contain options to extend the contract for two (2) additional one (1) year periods upon agreement between the supplier and the 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 State departments.

The awarded supplier(s) shall permit local governmental agencies and participating Western States Contracting Alliance (WSCA) States to participate under this contract (See Exhibit 10.15 WSCA Standard Contract Terms and Conditions). 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 Public Contract Code Chapter 2, Section 10298 (a) (b)). Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any local governmental agency desiring to participate shall be required to submit to the same responsibilities as do State agencies and has no authority to amend, modify or change any condition of this contract.

The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges and universities, school districts, counties, cities, etc.,) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States.

Exhibit 10.15 contains WSCA Terms and Conditions applicable to a WSCA procurement process and subsequent contract. When there is duplication between the California Terms and Conditions and the WSCA Terms and Conditions, CA DGS-PD and all bidders shall comply with the California Terms and Conditions.

The Price Agreement(s) resulting from this procurement (Master Price Agreements) may be used by WSCA member states and their political subdivisions (such as city and county governments, public education and institutions of higher education). WSCA price agreements, including the Master Price Agreement(s) resulting from this RFP, may be used by other NASPO states with authorization from the WSCA directors and subject to approval of the individual state procurement director and local statutory provisions.

All WSCA Participating States and Purchasing Entities reserve the right to competitively solicit additional sources for commodities within the scope of this RFP during the Price Agreement term, where deemed to be in the best interest of the state(s) or entities involved. Further, Participating States may have, or develop other contracts for commodities within the scope of this RFP. Any Participating State reserves the right to contract for partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

Local Entity Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other 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.

1.2 Overview of the RFP

The State of California, Department of General Services, Procurement Division (DGS-PD) is issuing a two phase RFP. Phase 1 will be used to determine and score administrative and technical compliance for responsive and responsible bidders. Phase 2, will be cost. After the RFP responses have been received and evaluated by the State's WSCA Evaluation Team, the State reserves the right to award the contract to the lowest cost supplier meeting the technical and administrative requirements and any supplier within 20% of the low cost analysis meeting the technical and administrative requirements.

The awarded bidder(s) will be responsible for supplying all goods and services described in this RFP to meet the requirements of the State.

1.3 Scope of the RFP and Bidder Admonishment

This RFP is being conducted under the policies developed by the Department of General Services as provided under Public Contract Code Section 10298 et seq. This RFP contains the instructions governing the requirements for a proposal to be submitted by interested Bidders. The format used to submit information and the material to be included therein follows. This RFP also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities.

This procurement will follow a phased approach designed to increase the likelihood that Final Proposals will be received without disqualifying defects. The additional step(s) will:

1) Ensure that the Bidders clearly understand the State's requirements before attempting to develop their final solutions;
2) Ensure that the State clearly understands what each Bidder intends to propose before those proposals are finalized; and
3) Give the State and each Bidder the opportunity to discuss weak or potentially unacceptable elements of a Bidder's proposal and give the Bidder the opportunity to modify its proposal to correct such problems.

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

If a Bidder expects to be afforded the benefits of the steps included in this RFP, the Bidder 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, complete to the best of Bidders ability, by the required dates and times;
4) Make sure that all procedures and requirements of the RFP are accurately followed and appropriately addressed; and
5) Carefully re-read the entire RFP before submitting a bid.

1.4 Availability

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

1.5 Procurement Official

The Procurement Official contact information for this RFP is listed below:

Eileen Tardiff
Procurement Division
Department of General Services
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (916) 375-4390
Facsimile: (916) 375-4663
E-mail: eileen.tardiff@dgs.ca.gov

All inquiries, questions, and proposal submittals must be directed to this person only, unless otherwise instructed in this RFP or if this person is changed by addendum to this RFP. The Procurement Official will also act as the Department Contact for visits or other information.

Oral communications directly with procurement officers and employees concerning this RFP are discouraged and shall not be binding to the State. Bidders should only rely on written statements issued from the Procurement Official.

1.6 Key Action Dates

Listed below are the important dates and times related to this RFP. If the 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.

Unless otherwise indicated below, Bidder submissions shall be due by the close of business on the date indicated. Close of business day shall be 5:00 p.m. All times are Pacific Time.

No.	Event/Action	Action Date	Time
1.	RFP Release	**9/16/09**	
2.	Last day to submit questions for clarification of RFP for Bidders' Conference	**9/23/09**	**5:00 pm (PDT)**
3.	Last day to submit Letter of Intent to Bid	**9/28/09**	**5:00 pm (PDT)**
4.	Bidders' Conference Location: Ziggurat Building Department of General Services 707 Third Street, 2nd Floor West Sacramento, California 95605 See Section 2.2.6, Bidders' Conference for more information.	**9/30/09**	**1:00 pm (PDT)**
5.	Last day to submit final questions for clarification of RFP prior to submittal of Draft Proposals	**10/5/09**	**5:00 pm (PDT)**
6.	Last day to request a change in the requirements of the RFP	**10/5/09**	**5:00 pm (PDT)**
7.	Response to Bidders' questions released	**10/8/09**	**5:00 pm (PDT)**
8.	Last day to protest the RFP requirements	**10/13/09**	**5:00 pm (PDT)**
9.	Submission of Draft Proposals*	**10/20/09**	**5:00 pm (PDT)**
10.	Confidential Discussions with Individual Bidders	**10/26/09**	**9:00 am to 5:00 pm (PDT)**
11.	Submission of Final Proposals	**10/30/09**	**5:00 pm (PDT)**
12.	Cost Opening	**11/4/09**	**10:00 am (PDT)**
13.	Notice of Intent to Award	**11/18/09**	
14.	Last day to submit Notice of Intent to Protest Award	**11/25/09**	**5:00 pm (PDT)**

No.	Event/Action	Action Date	Time
15.	Contract Award	**11/30/09**	
16.	Start Date of Agreement	**1/1/10**	

Additional action dates may be inserted as needed.

* Although recommended, this key action date is an optional step in the RFP process.

1.7 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 bidder may also directly contact the Procurement Official identified in 1.5 above.

IMPORTANT: To ensure that the bidder's accommodation can be met, it is best that requests be submitted at least ten (10) working days before the scheduled event (i.e., bidder 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. Rules Governing Competition

The purpose of competitive bidding is to secure public objectives in the most value-effective manner and avoid the possibilities of graft, fraud, collusion, etc. Competitive bidding is designed to benefit the State and is not for the benefit of the Bidders. It is administered to accomplish its purposes with sole reference to the public interest. It is based upon full and free bidding to satisfy State specifications, and acceptance by the State of the most value-effective solution to the State's requirements, as determined by the evaluation criteria contained in the Request for Proposal (RFP).

2.1 Identification and Classification of RFP Requirements

Section 2 of this RFP describes the entire procurement process. Specific guidelines for the submission of this RFP response are found in Section 8, Proposal Format.

2.1.1 Mandatory Requirements

The State[1] has established certain requirements with respect to proposals to be submitted by prospective Bidders[2]. The use of "shall," "must," or "will" in this RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the response is not in substantial accord with the RFP requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant affect on the delivery, quantity or quality of items bid[3], amount paid to the Bidder, or on the cost to the State. Material deviations cannot be waived.

2.1.2 Desirable Items

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

2.2 Proposal Requirements and Conditions

2.2.1 General

This RFP, the evaluation of responses, and the award of any resulting contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of goods and services by the State of California. A Bidder's Final Proposal is an irrevocable offer for 120 calendar days following the scheduled date for Final Proposal specified in Section 1.6, Key Action Dates. A Bidder may extend the offer in the event of a delay of contract award.

[1] For the purposes of this RFP, "the State" references all participating WSCA states, unless otherwise indicated.
[2] For the purposes of the instructions of this RFP, all entities that have identified their intent to be a Bidder to the Procurement Official are called Bidders until such time that the Bidder withdraws or other facts indicate that the Bidder has become nonparticipating.
[3] The word "bid" as used throughout this document is intended to mean "proposed," "propose" or "proposal" as appropriate.

2.2.2 RFP Documents

This RFP includes, in addition to an explanation of the State's needs which must be met, instructions which describe the format and content of bids to be submitted and the model(s) of the contract(s) to be executed between the State and the successful bidder(s). The State's contract development instructions have been identified in Exhibit 10.3, Contract Development/Standard Agreement (STD 213).

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Procurement Official identified in Section 1.5, Procurement Official, of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section 2.2.7, Addenda. Such clarifications shall be provided to all parties that have identified themselves as bidders to the Procurement Official for this RFP, without divulging the source of the request. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If this RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall propose at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work

The Bidder should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in this RFP or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work. Specific conditions to be examined are listed in Section 5, Administrative Requirements and Section 6, Technical Requirements.

2.2.4 Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive proposal process may request clarification by submitting questions, in an email or envelope clearly marked "Questions Relating to RFP 57224" to the Procurement Official listed in Section 1.5, Procurement Official. To ensure a response prior to submission of the proposals, questions must be received by the Procurement Official, in writing, by the scheduled date(s) as specified in Section 1.6, Key Action Dates. If a Bidder submits a question after the scheduled dates(s) the State will attempt to answer the question but does not guarantee that the answer will be prior to the proposal due date. Question and answer sets will be provided to all Bidders. The State will publish the questions as they are submitted including any background information provided with the question; however, the State at its sole discretion may paraphrase the question and background content for clarity.

A bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that bidder's proposal and which, if disclosed to other bidders, would expose that bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not

later than the scheduled date specified in Section 1.6, Key Action Dates, to ensure a response. The bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the questions and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the bidder will be so notified.

2.2.5 Request to Change the Requirements of the RFP

If the Bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to this RFP by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change. Such requests must be submitted to the Procurement Official, identified in Section 1.5, Procurement Official, by the date specified in Section 1.6, Key Action Dates, for requesting a change in the requirements.

2.2.6 Bidders' Conference

A Bidders' Conference will be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the RFP and the procurement process. Suppliers attending the conference will benefit from the information provided, networking opportunity, and to be introduced to the Procurement Official identified in Section 1.5, Procurement Official. The time, date and location of the Bidders' Conference are included in Section 1.6, Key Action Dates.

Written questions received prior to the cutoff date for submission of such questions, as noted in Section 1.6, Key Action Dates, will be answered at the conference without divulging the source of the query. The State may also accept written or oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. A transcript of the discussion, or those portions which contain the questions and appropriate answers, will normally be transmitted within approximately ten (10) working days to all suppliers who have submitted an intention to bid and those who have submitted a written request to receive the information. Written requests are to be submitted to the Procurement Official identified in Section 1.5, Procurement Official. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with the transcribed data. Oral answers shall not be binding on the State.

Please Note: Although attendance is not mandatory, it is strongly suggested all potential bidders plan on attending.

2.2.7 Addenda

The State may modify the RFP prior to the date fixed for Submission of Final Proposal by issuance of an addendum to all Bidders that are participating in the procurement process at the time the addendum is issued. If the amendments are such as to offer the opportunity for non-participating Bidders to become participating, the addendum will be sent to all Bidders that have identified their intent to be a Bidder to the Procurement Official identified in Section 1.5, Procurement Official.

Addenda will be numbered consecutively. Addenda will be posted on the eProcurement website. It is the responsibility of the bidder to view the website for any updates to the RFP. If any Bidder determines that an addendum unnecessarily restricts its ability to propose, the Bidder is allowed five (5) working days to submit a protest to the addendum according to the instructions contained in Section 2.4.1, Protests.

2.2.8 State of California Plastic Trash Bag Certification Violations

Public Resources Code Section 42290 et seq. prohibits the State from contracting with any supplier, manufacturer, or wholesaler, and any of its divisions, subsidiaries, or successors that have been determined to be noncompliant to 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 California Integrated Waste Management Board noncompliant list(s). In the event of any doubt of the status or identity of the business in violation, the State will notify the Board of the proposed award and afford the Board the opportunity to advise the State. No award will be made when either the Bidder or a subcontractor has been identified either by published list or by advice from the Board, to be in violation of certification requirements.

2.2.9 Bonds

If a performance bond is required for this procurement, it will be specified in Section 5, Administrative Requirements.

2.2.10 Follow-on Contracts (PCC 10365.5, PCC 10410, and PCC 10411)

Not Applicable

2.2.11 Prompt Payment Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

Cash discounts offered by Bidders 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.

2.2.12 Joint Proposals

A joint proposal (two or more Bidders quoting jointly on one proposal) may be submitted and each participating Bidder must sign the joint proposal. If the contract is awarded to joint Bidders, it shall be one indivisible contract.

Each joint bidder will be jointly and severally responsible for the performance of the entire contract, and the joint Bidders must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

2.2.13 State of California Air or Water Pollution Violations

For the 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 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 State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardees 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.

2.2.14 State of California Fair Employment and Housing Commission Regulations

Not applicable to this RFP

2.2.15 Exclusion for Conflict of Interest

Not Applicable to this RFP

2.2.16 State of California Seller's Permit

For the 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 State of California, the supplier is required to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization. See Section 5.4.9, Seller Permit, for information on the retailer's seller permit requirement. All other participating States will have their own requirements for its independent State.

2.2.17 Disclosure of Financial Interests

Not Applicable

2.2.18 State of California Unfair Practices Act and Other Laws

For the State of California, the bidder 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.

2.3 Bidding Steps

2.3.1 Preparation of Proposals

Competitive Bidding and Proposal Responsiveness (Exhibit 10.4), emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of proposals. Bidders are encouraged to review this exhibit.

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Bidder's compliance with the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Before submitting each document, the Bidder should carefully read their Proposal for errors and adherence to the RFP requirements.

2.3.2 Bidder's Intention to Submit a Proposal

Suppliers that want to receive the latest updates are encouraged to submit the attached letter for Intention To Bid (ITB) (see Exhibit 10.1) by the date specified in Section 1.6, Key Action Dates. The letter should identify the contact person, their email address, phone number and fax number for the RFP process. The State is also interested as to a supplier's reasons for not submitting a proposal; for example, requirements that cannot be met or unusual terms and conditions which arbitrarily raise costs.

The State is responsible for notifying one (1) contact person per Bidder. Those suppliers that submit their ITB as specified will continue to receive additional correspondence throughout this procurement. It shall be the Bidder's responsibility to immediately notify the Procurement Official identified in Section 1.5, Procurement Official, in writing, regarding any revision to the information. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, about any change pertaining to the designated contact person.

If suppliers have indicated significant problems with the RFP requirements, the State will examine the stated reasons for the problems and will attempt to resolve any issues in contention, if not contrary to the State's interest, and may amend the RFP if appropriate. All suppliers who have submitted an ITB will be advised by the State of any actions taken as a result of suppliers' responses. If after such actions, a supplier determines that the requirements of the RFP unnecessarily restrict its ability to bid, the supplier is allowed five (5) working days to submit a protest to those RFP requirements or the State's action, according to the instructions contained in Section 2.4.1, Protests.

Should a Bidder not participate in a RFP step, the State reserves the right to drop them from the participating Bidder list and they may not receive any further correspondence until they contact the Procurement Official identified in Section 1.5, Procurement Official, to indicate that they would like further correspondence.

2.3.3 Draft Proposals

Submission of a Draft Proposal is strongly recommended so that the Bidder may obtain the benefit of the two-step procurement process. However, Bidders are not required to submit a Draft Proposal. If Draft Proposals are submitted, Bidders must submit them by the date and time specified in Section 1.6, Key Action Dates. The Draft Proposals must be complete in all respects except that dollar cost information **must be replaced by XXXs**. At the sole discretion of the State, the State Evaluation Team shall evaluate each Draft Proposal received by the Draft Proposal submission date specified in Section 1.6, Key Action Dates, unless the Draft Proposal is so defective that the State does not believe that its time to evaluate the Draft Proposal would result in the Bidder being able to correct the deficiencies prior to the Final Proposal due date, or the Bidder has placed conditions on the Draft Proposal that are unacceptable to the State.

For Draft Proposals that are evaluated the Bidder will be notified of any defects the State has noted. Notifying the Bidder of defects is intended to minimize the risk that the Final Proposal will be deemed non-compliant; however, the State will not provide any warranty that the Draft Proposal will be evaluated even if accepted for review, or that any or all defects in the Draft Proposal have been detected. Notification of defects in the Draft Proposal will not preclude rejection of the Final Proposal, if undiscovered defects contained in the Draft Proposal are later found in the Final Proposal. Draft proposals received late may be reviewed if the Procurement Official believes there is enough time and resources to do so.

2.3.4 Confidential Discussions

The State may conduct confidential discussions with Bidders submitting Draft Proposals that have been reviewed by the State. At the confidential discussion, the State will identify areas of the Bidder's Draft Proposal that may not be fully compliant with the requirements of the RFP and areas that are confusing to the State Evaluation Team. Oral statements made by either party during confidential discussions shall not be binding.

2.3.5 Final Proposal

2.3.5.1 Submission of Final Proposal

Proposals must be complete in all respects as required by Section 8, Proposal Format. A Final 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 Final Proposal shall be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all costs required by Section 7, Cost, and Section 8, Proposal Format. Cost data, including any electronic copies (as identified in Section 8, Proposal Format) must be submitted under separate, sealed cover. If the cost data are not submitted under separate sealed cover, the proposal may be rejected. This section describes specific guidelines applicable to the submission of the Final Proposal to the RFP and is applicable to the new Final Proposal if all original Final Proposals are declared flawed by the Evaluation Team.

2.3.5.2 Bidder's Costs

Costs for developing Proposals are entirely the responsibility of the Bidder and shall not be chargeable to the State.

2.3.5.3 Proposal Responsiveness

Competitive Bidding and Proposal Responsiveness (Exhibit 10.4), emphasizes the requirements of competitive bidding and contains examples of common causes for rejection of proposals. Bidders are encouraged to review this exhibit.

2.3.5.4 False or Misleading Statements

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder may be rejected. If, in the sole opinion of the 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, it will be the basis for rejection of the Proposal.

2.3.5.5 Proposal Signature

A cover letter (which shall be considered an integral part of the submission) shall be signed by an individual who is authorized to bind the bidding firm contractually.

The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Proposal shall be rejected.

If a Draft Proposal is submitted it must also contain the cover letter, similarly prepared, including the title of the person who will sign, but need not contain the signature.

2.3.5.6 Delivery of Proposals

The Draft Proposal and Final Proposal must be submitted no later than the date and time specified in Section 1.6, 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 1.5, Procurement Official. If mailed, it is suggested that the bidder use certified or registered mail with return receipt requested as delivery of proposals is done at the Bidder'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 1.6, 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-57224". **Final Proposals not received by the date and time in Section 1.6, Key Action Dates, shall be rejected.**

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-57224". If cost data is not submitted separately sealed, the proposal may 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.

2.3.5.7 Withdrawal and Re-submission/Modification of Proposals

A Bidder may withdraw its Final Proposal at any time prior to the final proposal submission date and time in Section 1.6, Key Action Dates, by submitting a written notification of withdrawal signed by the Bidder authorized in accordance with Section 2.3.5.5, Proposal Signature. The Bidder may thereafter submit a new or modified proposal prior to such final proposal submission date and time.

Modification offered in any other manner, oral or written, will not be considered. Clarifications of Final Proposals shall not be considered to be modifications. Final Proposals cannot be changed or withdrawn after the date and time designated for receipt, except as provided in Section 2.3.8.3, Errors in the Final Proposal.

2.3.5.8 Clarification of Final Proposals

During the evaluation of the Final Proposal, the State Evaluation Team may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their proposal.

2.3.5.9 Flawed Final Proposals

At the State's sole discretion it may declare all Final Proposals to be Draft Proposals in the event that the State Evaluation Team determines that Final Proposals from all Bidders contain material deviations. A bidder may not protest the evaluation team's determination that all proposals have material deviations. If all proposals are declared noncompliant, the State will issue an addendum to the RFP and confidential discussions will be held with Bidders who are interested in submitting a Final Proposal. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP, and as amended by any subsequent addenda. The new Final Proposals will be evaluated as required by Section 9, Evaluation.

2.3.5.10 Confidentiality

Bidders should be aware that marking any portion of a Final or Draft Proposal as "confidential", "proprietary" or "trade secret" shall exclude it from evaluation or consideration for award, unless specifically approved by the State in writing prior to submission of the Final or Draft Proposal. Even providing such Proposal is accepted for evaluation by the State; such markings in a Proposal will not keep that document, after notice of intent to award, from being released as part of the public record, unless a court of competent jurisdiction has ordered the State not to release the document.

The content of all working papers and discussions relating to the Bidder's Draft Proposal, if retained, shall be held in confidence indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision or the evaluation of the proposal.

Any disclosure of State confidential information by the Bidder is a basis for rejecting the Bidder's proposal and ruling the Bidder ineligible to further participate.

Maintaining the confidentiality of information that is designated as confidential by the State is paramount; this cannot be over emphasized.

2.3.6 Demonstrations (If required)

Not applicable

2.3.7 Sealed Cost Openings

Final Proposals will not have their sealed cost envelopes opened until the State has evaluated the technical and administrative submission. Cost Proposals will only be opened for responsive proposals from responsible Bidders. On the date of the cost opening, the State will post a summary of the evaluation of each Bidder. This summary will be provided to all the Bidders and the public in attendance at the cost opening as well as to persons who request the summary.

2.3.8 Rejection of Proposals

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

2.3.8.1 General

Final Proposals will be evaluated according to the procedures contained in Section 9, Evaluation.

2.3.8.2 Evaluation Questions

During the evaluation and selection process, the State may require a Bidder's representative to answer specific questions and provide clarification, as long as the answers and clarification are in writing.

2.3.8.3 Errors in the Final Proposal

Errors in the Final Proposal may cause the rejection of that proposal. However, the State, in its sole discretion, may retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the RFP and any unusual complexity of the format and content required by the RFP.

The State, at its sole discretion, may correct obvious clerical errors.

The State, in its sole discretion, may correct discrepancies and arithmetic errors. If intent is not clearly established by the complete proposal submittal, the Master Hard Copy shall have priority over additional copies. The Proposal Master Hard Copy narrative shall have priority over the cost sheets. If necessary, the extensions and summary will be re-computed from the lowest level of detail, even if the lowest level of detail is obviously misstated. If a Bidder does not follow the instructions for computing costs which are not related to the contract (e.g., State personnel costs), the State may reject the proposal, or at its sole discretion, re-compute such costs based on instructions contained in the RFP.

The State may at its sole discretion correct errors of omission. In the following three situations, the State may take the actions identified below if the Bidder's intent (as determined by the State) is not clearly established by the complete proposal submittal.

1) If an item is described in the narrative and omitted from the cost data provided in the proposal, for evaluation purposes it will be interpreted to mean that the item will be provided by the Bidder at no cost.

2) If an item is not mentioned at all in the proposal, the proposal will be interpreted to mean that the Bidder does not intend to supply that item.

3) If an item is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major will be the responsibility of the State.

It is absolutely essential that Bidders carefully review the cost elements in their Final Proposal.

In the event an ambiguity or discrepancy is detected between the general requirements described in Section 3, Current System, and the specific functional and technical requirements set forth in Section 6, Technical Requirements after the opening of proposals, then Section 6, Technical Requirements, and the Bidder's response thereto, shall have priority over Section 3, Current System and the Bidder's response thereto.

2.3.9 Contract Award

If a contract is awarded, the award will be in accordance with Section 9, Evaluation, to a responsible Bidder whose Final Proposal complies with the requirements of the RFP and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within 120 calendar days after the scheduled date for the Contract Award as specified in Section 1.6, Key Action Dates, unless a protest is received. If a protest is received, the Award, if made, will be made within 120 calendar days after the protest is resolved.

The State reserves the right to modify or cancel the RFP in whole or in part prior to contract award.

2.3.10 Debriefing

At the request of any bidder after contract award, a debriefing will be held for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

2.4 Other Information

2.4.1 Protests

Before a protest is submitted regarding any issue other than selection of the "successful Bidder," the Bidder must make full and timely use of the procedures described in Section 2.2.4, Questions Regarding the RFP, and Section 2.2.5, Request to Change the Requirements of the RFP, to resolve any outstanding issue(s) between the Bidder and the State. This procurement procedure is designed to give the Bidder and the State adequate opportunity to submit questions and discuss the requirements before the Final Proposal is due. The protest procedure is made available in the event that a Bidder cannot reach a fair agreement with the State after exhausting these procedures. There are two types of protests:

1) Requirements protests
2) Award protests

A protest shall be submitted according to the procedure below.

2.4.1.1 Requirements Protest

Protests regarding any issue other than selection of the "successful bidder" 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 2.3.5.5, 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 protests 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 1.6, Key Action Dates.

2.4.1.2 Award Protest

Protests concerning the evaluation, recommendation, or other aspects of the selection process 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 I for such protests or the respective date of the Notification of Intent to Award, whichever is later.

The bidder will be allowed five (5) working days to submit a protest to the Intent to Award, according to the instructions contained in this section. Certified or registered mail should be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

All protests must be made in writing, signed by an individual authorized under **Section 2.3.5.5, 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. 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

2.4.2 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 1.5, Procurement Official.

2.4.3 Disposition of Proposals

All materials submitted in response to this RFP are the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the Master Copy of the Final Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award is issued, as specified in Section 1.6, Key Action Dates. However, materials the State considers in its sole opinion to be confidential information (such as confidential financial information submitted to show bidder responsibility) will be returned upon the request of the Bidder.

SECTION 3

CURRENT SYSTEM

3. Current System

The DGS-PD is the central purchasing and materials management agency for the State of California. Currently there is no master agreement in place for the purchase of Automotive Parts. California state agencies are now purchasing Auto Parts from various suppliers throughout the State. The State of California has no historical spend data for Automotive Parts. Other participating States may or may not have a contract in place. Below are a list of participating States and their estimated annual spend of the contract:

Estimated Annual Spend Data Per Participating State:

Alaska	$ 1,600,000.00
Arizona	Unknown
California	Unknown
Colorado	Unknown
Hawaii	$ 40,000.00
Idaho	Unknown
Louisiana	Unknown
Maine	$ 1,500,000.00
Minnesota	$ 2,950,000.00
Nebraska	Unknown
Nevada	$ 150,000.00
New Hampshire	$ 300,000.00
North Dakota	$ 8,000.00
Oregon	$ 4,000,000.00
South Dakota	Unknown
Tennessee	Unknown
Utah	$ 200,000.00
Vermont	$ 50,000.00

SECTION 4

PROPOSED SYSTEM

4. Proposed System

4.1 Overall Goal

The overall goal when purchasing Auto Parts is to take advantage of volume purchasing to leverage the State's buying power while reducing environmental impacts that may result from products or packaging through their life cycles.

The State of California is proposing to establish a master agreement with multiple suppliers for the purchase of aftermarket light duty automotive parts. In addition, this agreement will be made available to any participating Western States Contracting Alliance (WSCA) state.

4.2 State of California Environmentally Preferable Purchasing

The State of California, Department of General Services, Procurement Division is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by AB 498 (2001, Chan), enacted in the California Public Contract Code, Chapter 6, Sections 12400-12404, and supported by the Governor's Executive Order S-20-04.

The procurement and use of environmentally preferable products and services can result in a profound improvement in human health and a positive impact on the environment. The EPP program objective is "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 and services that serve the same purpose". It is the intent of the State of California to integrate human health and environmental considerations into all procurement processes by considering the full life cycle impact of our procurement of those goods and services in order to achieve maximum overall health and environmental benefits.

Through the EPP program, the State of California promotes the procurement of products that demonstrate Extended Producer Responsibility (EPR); incorporate post-consumer recycled content; are durable and reusable and can be remanufactured; conserve energy and water, use resources from sustainably harvested forests; use low impact, renewable bio-based materials; reduce volatile organic compound (VOC) emissions; reduce greenhouse gas and ozone-depleting emissions; use totally or process chlorine-free manufacturing processes; are lead-free and mercury-free; use minimal, reusable, biodegradable packaging material; employ clean fuel distribution systems; and otherwise protect our health and our environment.

We consider all health and environmental factors as early as possible in our acquisition planning and decision-making processes, and ensure that the responsibility for EPP is shared among program, acquisition, and procurement personnel. It is the EPP program personnel's responsibility to ensure that individual product standards are clear and reasonable in order to secure a market-best value to the State through a competitive process.

In making specific procurement decisions, we give careful consideration to the following during evaluation

- Raw Materials: Are the materials used sustainable and renewable; do they incorporate maximum post consumer recycled content; do they incorporate resources from sustainably harvested forests and/or renewable bio-based materials that efficiently and minimally impact the environment including land, water, air and worker and community health; and are they regionally or domestically sourced?

- The Manufacturing Processes: Are the manufacturing processes resource efficient including energy, materials and water; do they use renewable or green power energy sources; are they toxin and pollutant free; how do they process their waste stream; to what extent do they incorporate recycled content; how do they package their products for shipment; do they have an ISO 14001 or equivalent environmental management plan in place and do they have a tracking and reporting system for that plan?

- The Distribution Process: Are products regionally sourced and manufactured and are they shipped and delivered by efficient, clean-fuel carriers using scheduled distribution patterns?

- Product Operation and Use: Are purchased goods Life Cycle Cost (LCC) effective compared to alternatives, do they have Life Cycle Impact Assessment (LCIA) declarations, are they warranted or guaranteed, are they supported and serviced over their useful life, does their operation and use require the use of or result in the production of any toxic or polluting substances, do they meet all required performance characteristics, and are they durable, safe, and energy efficient?

- The Product Disposal Process: Does the supplier have an EPR program? Can the product be reused or re-manufactured; is there a product buy-back or recycle program at the end of the useful product life; and to what extent are products recyclable and/or biodegradable?

SECTION 5

ADMINISTRATIVE REQUIREMENTS

5. Administrative Requirements

5.1 Introduction

In addition to meeting the technical requirements of this RFP, Bidders must adhere to all the administrative requirements of this RFP to be responsive. These include:

- The schedule and other requirements as specified in Section 1, Introduction and Overview of Requirements;
- The rules as specified in Section 2, Rules Governing Competition;
- The administrative requirements of Section 5, Administrative Requirements;
- The completion of cost sheets as specified in Section 7, Cost;
- The format as specified in Section 8, Proposal Format; and

5.2 Responses to Administrative Requirements

All of the requirements described in this section are service levels and/or terms and conditions that must be satisfied by the Bidders. Bidders must indicate their willingness and ability to satisfy these requirements.

Responses to the requirements in this section must be included in Bidder's Proposal, Volume 1 (Refer to Section 8, Proposal Format). Exhibit 10.5, Administrative Requirements Response, must be completed and submitted with the Bidder's proposal as specified in Section 8, Proposal Format. The Bidder's 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".

Mandatory Requirements (M):
All items labeled "Mandatory" or "M" are not negotiable. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP. To be considered responsive, responsible and eligible to participate in the RFP, all questions identified as mandatory must be marked "Yes" to pass.

As specified with each mandatory requirement listed below, Bidders must:

- Indicate whether their proposal meets the individual requirement by marking either a "Yes" or "No" on Exhibit 10.5, Administrative Requirements Response; and
- Provide a narrative of the Bidder's compliance and/or response for each item.

Non-Mandatory Requirements (NM):

Some listed standards are identified as "Non-Mandatory" or "NM". Bidders are not required to comply with these requirements in order to be compliant with the RFP requirements. However, if a Bidder offers any of these non-mandatory requirements, the Bidder must meet the minimum requirements at stated in this section. Non-Mandatory items will not be considered when identifying Bidders who are responsive and responsible.

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

- Indicate whether their proposal meets the individual requirement by marking either a "Yes" or "No" on Exhibit 10.5, Administrative Requirements Response; and
- Provide a narrative of the Bidder's compliance and/or response for each item.

5.4 Administrative Requirements

5.4.1 Bidder Responsibility (M)

Prior to award of the contract, the State must be assured that the Bidder(s) selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five (5) working days to submit the information requested.

The Bidder must provide the State with sufficient information to allow the State to confirm the Bidder's ability to perform successfully under the contract.

5.4.2 Confidentiality (M)

Not Applicable

5.4.3 Contractor Responsibility (M)

The State requires that the contract resulting from RFP DGS-57224 be issued to multiple contractors who shall be responsible for successful performance of this RFP. The prime contractor shall be responsible for successful performance of any subcontractors and will be required to assume responsibility for design, development, testing, and implementation of all systems in their proposal.

Furthermore, the State will consider the prime contractors to be the sole point of contact with regard to contractual matters, payment of any and all charges resulting from the outsource or purchase of the equipment and maintenance of the equipment for the term of the contract.

The contractors will be responsible for compliance with requirements under the contract, even if requirements are delegated to subcontractors. All State policies, guidelines, and requirements apply to subcontractors. The contractors and subcontractors shall not in any way represent themselves in the name of the State of California without prior written approval.

5.4.4 Contractor Name Change (M)

An amendment is required to change the contractor's name as listed on this agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5.4.5 Bidder Declaration (M)

All bidders must complete the Bidder's Declaration form. When completing the declaration, bidders must identify all sub-contractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the sub-contractors for the corresponding work identified, unless the State agrees to a substitution.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information may be grounds for bid rejection.

Refer to http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf for a downloadable version of this document.

5.4.5.1 Subcontractors (M)

If the Bidder's proposal involves the use of subcontractors for a portion of the contract pertaining to a California Certified Small Business or a California Certified Disabled Veteran, the Bidder must explain how they will manage and control the work of those subcontractors.

The Bidder must agree that all requirements of those subcontractors will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined in the Administrative Requirements. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders awarded a contract are contractually obligated to use those subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The contractor must have written agreement from the State prior to replacement or substitution of any subcontractor.

5.4.5.2 Notice of Subcontractors (M)

Upon award to a contractor requesting Small Business or DVBE participation, notice shall be given by the State to the California Certified Small Business or a California Certified Disabled Veteran listed in Section 5.4.5, Bidder Declaration Form, of their participation in the contract. Notification to the subcontractor by the prime contractor is encouraged immediately after award of an RFP.

There will be no assignment of responsibility to these subcontractors without prior written approval from the State of the Small Business or DVBE.

5.4.6 Commercially Useful Function (M)

Suppliers, whether the Bidder or a subcontractor, who have a California certification for one or more of the socio-economic programs (e.g., Small Business or Disabled Veteran Business Enterprise), 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 Business. Bidders must describe compliance with CUF requirement.

At the State's option, Bidders may be required to submit additional written clarification regarding CUF. Failure to submit the requested written information as specified may be grounds for bid rejection.

5.4.7 Non-Collusion Affidavit (M)

Not applicable to this RFP

5.4.8 Payee Data Record (M)

All Bidders 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.

5.4.9 State of California Seller's Permit (M)

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 of the Public Contract Code, requiring suppliers to provide a copy of their retailer's seller's permit or certification of registration, and, if applicable, the permit or certification of all participating affiliates issued by the State of California's Board of Equalization.

Bidders are required to submit a copy of their company's Retailer's Seller's Permit, and include it with the proposal.

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

Effective January 1, 2009, all State of California Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475-10481). See http://www/leginfo.ca.gov/cgi-bin/displaycode?section=pcc&group=10001-11000&file=10475-10481 for further clarification.

The Public Contract Code section 10478 (a) required a company that currently has (or within the previous three 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. (Bidder must complete and return Exhibit 10.12 (Darfur Contracting Act Form) with the bidder's submittal.)

5.4.11 Contract Terms (M)

Bidder(s) shall agree to accept all of the terms and conditions identified in Exhibit 10.3, Contract Development/Standard Agreement (STD 213), Exhibit 10.15, WSCA Terms and Conditions, including:

- General Provisions Non-IT Commodities (GSPD-401)
  http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf

- Bidders Instructions, Non-IT Commodities (GSPD 451)
  http://www.documents.dgs.ca.gov/pd/modellang/BidderInstructions080307.pdf

- Supplemental Terms and Conditions using ARRA Funds dated 8/10/09
  http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf

5.4.12 Non-Discrimination Toward WTO GPA Signatories (M)

This RFP is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA). All bidders offering products or services of countries that are signatories to the WTO GPA and that have agreed to cover reciprocal sub-central coverage under the WTO GPA will be accorded non-discriminatory treatment in the award of contracts under this solicitation. A list of countries is available at http://www.wto.org/english/tratop_E/gproc_e/memobs_e.htm

5.4.13 California Disabled Veteran Business Enterprise (DVBE) Program Requirement

For this RFP, DVBE has been waived.

5.4.14 State of California DVBE Declaration (M)

Bidders who have been certified by California as a DVBE (or bidders who have obtained the participation of subcontractors certified by California as a DVBE) must complete the DVBE Declaration Form (STD 843) and include it with the proposal. A copy of this form can be downloaded at http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf#search=STD%20843&view=FitH&pagemode=none. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign this form.

5.5 State of California Preferences and Incentives

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

Bidders who are requesting a preference or incentive must certify they will comply with the requirements of the applicable Acts as appropriate. The State will monitor the life of a contract 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 State's request for evidence of performance. The State will take appropriate corrective actions and may apply sanctions as necessary to enforce preference and incentive programs.

5.5.1 State of California Small Business Preference (NM)

1. The regulations concerning the Small Business application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals are revised. The new regulations can be viewed at www.pd.dgs.ca.gov/smbus. Access the regulations by clicking on "Small Business Regulations" in the right sidebar.

2. Non-Small Business (Non-SB) Sub-contractor Preference

   A 5% bid preference is available to a Non-SB claiming 25% California certified small business sub-contractor participation. If applicable, submit a corresponding letter claiming the preference.

3. Non-SB if claiming the 25% preference are required to adhere to and provide with their bid the following:

   a. If claiming the Non-SB sub-contractor preference, the bid response must include a list of the small business(es) with which the bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses in accordance with Government Code Section 14838(b) (1)(2).

b. If Applicable, non-SB should provide a list of California Certified Small Business sub-contractor's information with its bid response that contains the following:

- Sub-contractor(s) name;
- Sub-contractor(s) address;
- Sub-contractor(s) phone number;
- Sub-contractor(s) description of the work to be performed and/or products supplied; and
- the sub-contractor(s) percentage amount of the net bid price (as specified in the solicitation) per sub-contractor.

c. Each listed certified small business must perform a "Commercially Useful Function" (CUF) in the performance of the contract as defined in Government Code Section 14837(d)(4).

4. 4. Small Business Preferences

Bidders claiming the 5% preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Certification must be obtained no later than 5:00 p.m. on the bid due date.

Small Businesses are desired and encouraged to participate in this bid. Section 14835, et seq. of the California Government Code requires a 5% preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in California Code of Regulations, Title 2, Section 1896, et seq. The small business preference is for California-based small businesses.

a. To claim the small business preference, which may not exceed $50,000 for any bid, the firm must have it's principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State Office of Small Business and Disabled Veteran Business Certification (OSDC) by 5:00 p.m. on the bid due date (see front page) and be verified by such office.

Bidders desiring to claim the preference must submit completed Exhibit 10.16, Small Business Preference Information and the Bidder's Declaration Form, with the proposal.

Questions regarding the preference approval process should be directed to the OSDS at (916) 375-4940. A copy of the regulations, instructions and format for claiming the small business preference is available at http://www.pd.dgs.ca.gov/smbus/default.htm .

5.5.2 DVBE Incentive (NM)

For this RFP, DVBE has been waived.

5.5.3 Target Area Contract Preference Act (TACPA)/Enterprise Zone Act (EZA) & Local Agency Military Base Recovery Preference Request (LAMBRA) (NM)

This bid contains new and revised procedures for Bidders who wish to apply for TACPA, EZA, or LAMBRA preferences. Bidders are encouraged to review the package carefully to ensure that their submittals conform to the programs requirements.

1. Target Area Contract Preference Act (TACPA), Government Code Section 4530 et seq.; Enterprise Zone Act (EZA), Government Code Section 7070, et seq.; and Local Agency Military Base Recovery Act (LAMBRA), Government Code Section 7118, et seq. information Package. Contract preference will be granted to California-based Bidders whenever contracts for goods or services are in excess of $100,000 and the Bidders meet certain requirements as defined in the California Administrative Code (Title 2, Section 1806.30 et seq.) regarding labor needed to provide the goods being procured.

2. Bidders desiring to claim TACPA, EZA, LAMBRA preferences must submit a fully executed copy of the Standard Form 830, 831, 832, respectively, with their bid. These forms can be found at: http://www.pd.dgs.ca.gov/disputes/default.htm

NOTE: Bidders are not required to apply for TACPA, EZA, or LAMBRA preferences. Denial of TACPA, EZA, or LAMBRA preference requests is not a basis for rejection of the bid. Contracts awarded with applied preferences will be monitored throughout the life of the Contract(s) for compliance to statutory, regulatory and contractual requirements. The State will take appropriate corrective action to apply sanctions as necessary to enforce performance programs.

SECTION 6

TECHNICAL REQUIREMENTS

Technical Requirements

6.1 Introduction

This Section contains the detailed technical and business 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 State has determined that it is best to define its requirements, desired operating objectives, and desired operating environment. The State will not tailor these needs to fit some solution a Bidder may have available; rather, the Bidder shall propose to meet the State's needs as defined in this RFP.

6.1.1 Statement of Work

Section 6, Technical Requirements, in its entirety is incorporated into the Statement of Work for RFP DGS 57224. (See Exhibit 10.2, Statement of Work)

6.2 Responses to Technical and Business Requirements

All of the requirements described in this Section are service levels and/or terms and conditions that the State expects to be satisfied by the Bidders. Bidders must indicate their willingness and ability to satisfy these requirements.

Responses to the requirements in this Section must be included in Bidder's Proposal, Volume 1 (Refer to Section 8, Proposal Format). The Bidder's proposal must include the required proposal items cross-referenced by the 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 requirement number.

As applicable, responses to the requirements will be evaluated Pass/Fail in accordance with Section 9, Evaluation.

6.3 Designation of Requirements

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

Mandatory Requirements (M)

All items labeled "Mandatory" or "M" are not negotiable. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP. To be considered responsive, responsible and eligible to participate in the RFP, all questions identified as mandatory must be marked "Yes" to pass. Failure to respond to any mandatory requirements shall result in disqualification of the proposal.

As specified with each "Mandatory" or "M" requirement listed below, Bidders must indicate whether their proposal meets the individual requirement by marking either a "Yes" or "No" in the column next to the requirement, provide the location of a thorough narrative response as specified in Section 8, Proposal Format.

Non-Mandatory Requirements (NM):

Some listed standards are identified as “Non-Mandatory” or “NM”. Bidders are not required to comply with these requirements in order to be compliant with the RFP requirements. However, if a Bidder offers any of these non-mandatory requirements, the Bidder must meet the minimum requirements as stated in this section. Non-Mandatory items will not be considered when identifying Bidders who are responsive and responsible.

As specified with each “Non-Mandatory” or “NM” requirement listed below, Bidders must indicate whether their proposal meets the individual requirement by marking either a “Yes” or “No” in the column next to the requirement, provide the location of a thorough narrative response as specified in Section 8, Proposal Format.

Technical Requirements

Section	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
Products					
	Product Listing (Cost Worksheet) The products included as part of this RFP are listed on Exhibit 10.9, Cost Worksheet. Cost Worksheet Light Duty Exhibit 10.9 must be completed as specified in Section 7, Cost. Bidders shall furnish, for all Auto Parts bid, published literature, such as catalogs, product specifications, sales brochures, etc. in support of the proposed Auto Parts contract. Statements made by the bidder that are not supported by published literature or test results as applicable will not constitute satisfactory proof and will not be accepted as such. The bidder shall provide proposed items for all categories identified on Exhibit 10.9 Cost Worksheet Light Duty. The State reserves the right to eliminate any specific categories from the final award, if indicated by an analysis of RFP Proposals.	**M**	☐	☐	

Catalogs					
	Catalogs The bidder will be required to submit Auto Parts catalogs for this contract with its proposal. The Auto Parts Catalog must: • Contain all Categories bid from Exhibit 10.9 Worksheet. • Contain the base price so the State can verify a net price. • Be available at no charge to State and local governmental agencies for ordering under this contract.	**M**	☐	☐	
	Catalog Format Requirements The bidder will be required to provide the Auto Parts Catalogs in three formats as follows: • Hard Copy version • Electronic (PDF) version • Electronic (Excel) version	**M**	☐	☐	
	<u>Hard Copy Version</u> The bidder will be required to provide one (1) hard copy of the Auto Parts Catalogs as described in the Cost Worksheet categories.	**M**	☐	☐	
	<u>Electronic (PDF) Version</u> The bidder will be required to provide an electronic (PDF) version of the Auto Parts Catalogs. The PDF version will be provided in Adobe 7.0. The Auto Parts Catalogs electronic PDF version shall display the following elements for each item: • Description of product • List price of the item • Discount to the State • Net cost to the State • Part number/Sku number	**M**	☐	☐	

	Electronic (Excel) Version The bidder will be required to provide an electronic (Excel) version of the Auto Parts Catalogs. The Auto Parts Catalogs excel version will be provided in Microsoft Excel 2003 on a CD-ROM. The Auto Parts Catalogs electronic PDF version shall display the following elements for each item: • Description of product • List price of the item • Discount to the State • Net cost to the State • Part number/Sku number	**M**	☐	☐	
	Availability The contractor shall make the electronic (PDF) version of the Auto Parts Catalogs readily available from the contractor's home page. The contractor shall not have any catalog viewing restrictions for State departments or local governmental agencies trying to access the electronic catalogs.	**M**	☐	☐	
	Submission and Approval Within thirty (30) calendar days of proposed award, the contractor must submit a preliminary electronic (PDF) version of the web catalogs and suggested website location to the State Contract Administrator for review. The State will review and determine acceptability of the catalogs and website location. Once the electronic (PDF) version has been approved by the State, the State shall provide written authorization to publish versions on contractor's website.	**M**	☐	☐	
	EXTRA INFORMATION Provide details regarding the contractor's approach to maintaining the up-to-date information in both the contractor's on-line and hard copy catalogs. Describe the frequency of updates and how these updates are communicated to eligible users.	**M**	☐	☐	

Ordering					
	Ordering The contractor(s) shall accept orders from any State Department or local governmental agency. Contractor(s) must not refuse to accept orders from any State Department or local governmental agency without written authorization from the State Contract Administrator.	**M**	☐	☐	
	Purchase Execution California State Departments will submit orders on a Purchasing Authority Purchase Order (Std. 65) via one of the ordering methods as specified in Section 6, Ordering Methods. Local governmental agencies may submit orders on their own purchase document directly to the contractor via one of the ordering methods as specified in Section 6, Ordering Methods. However, local California governmental agencies must obtain a State issued billing code prior to submitting the order. Contractor(s) shall not accept purchase documents from State departments or local governmental agencies that are incomplete or contain non-contract items.	**M**	☐	☐	
	Minimum Order There is no minimum order on this contract.	**M**	☐	☐	
	Ordering Methods Contractor(s) shall accept orders through the following methods: • Electronic (email) • Phone • Facsimile • Mail • Internet/Web	**M**	☐	☐	

	Electronic (email) Orders Contractor(s) will accept orders via email as part of this contract. An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Bidder shall provide email address for orders on Exhibit 10.8, Contractor Ordering Information.	**M**	☐	☐	
	Phone Orders Contractor(s) will accept orders via telephone as part of this contract. A toll-free telephone number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Telephone orders must be accepted between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed. Bidder shall provide a toll-free telephone number for orders on Exhibit 10.8, Contractor Ordering Information.	**M**	☐	☐	
	Facsimile Orders Contractor(s) will accept orders via facsimile as part of this contract. A toll-free facsimile number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 7:00 AM and 7:00 PM , Monday through Saturday, in the time zone the order is placed. Bidder shall provide toll-free facsimile number for orders on Exhibit 10.8, Contractor Ordering Information.	**M**	☐	☐	
	Internet/Web Orders Contractor(s) will accept orders via internet/web as part of this contract. Web address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Internet/web access must be 24 hours but orders must be accepted by the contractor between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed. Bidder shall provide internet/web address for orders on Exhibit 10.8, Contractor Ordering Information.	**M**	☐	☐	

	U.S. Mail Orders Contractor(s) will accept orders via U.S. Mail as part of this contract. Contractor must have the capability to receive orders by mail in place before the commencement of this contract. Bidder shall provide mailing address for orders on Exhibit 10.8, Contractor Ordering Information.	**M**	☐	☐	
	Order Acknowledgement Contractor(s) 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: • Ordering Agency Name • Agency Order Number (Purchase Order Number) • Contractor 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 contract, the contactor shall work with the State to provide any other future requirements the State may deem necessary.	**M**	☐	☐	
	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 • Request a substitute contract item • Cancel the item from the order. Under no circumstance is the contractor(s) permitted to make unauthorized substitutions or cancellations, without the authorization of the ordering agency.	**M**	☐	☐	

	Warranty (ies) All products provided under this contract being identified as new and unused, must be of the latest model or design and of recent manufacturer. Statement of warranty is to be provided by supplier with items delivered under this contract. All remanufactured or rebuilt products must be explicitly identified as such in all RFP submittals and product literature or catalogs provided to customers in addition to all customer communication. 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. For items ordered into stock, warranty begins on the date of installation.	**M**	☐	☐	
	Dealer Authorization The Bidder, if other than the parts manufacturer or major distributor, shall provide a current, dated, and signed authorization from the manufacturer that the Bidder is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer's parts. Failure to comply with this requirement may result in bid rejection.	**M**	☐	☐	
	Franchise and Dealer Participation The Bidder, if representing multiple franchise and dealer locations, shall positively ensure that these locations have agreed to participate. Following award, refusal by Contractor's location(s) to participate may be considered cause for contract termination. Complete and submit Exhibit 10.17, Authorized Locations and Exhibit 10.18, Wholesale Distribution Center Locations and submit with the proposal.	**M**	☐	☐	
	Remanufactured Items The term "remanufactured" as used in this contract shall mean the part in question will be remanufactured so that all parts shall meet the Original Equipment Manufacturer's (OEM) specifications. Unless specifically requested by Purchaser, no product substitutions will be allowed.	**M**	☐	☐	

	Core Exchange/Charges All parts supplied which require core exchange shall be monitored by the successful Bidder(s) to ensure proper cores are returned to the Bidder. 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**	☐	☐	
	Satisfaction Guarantee Bidder agrees that all parts purchased on this contract are supplied with a 100% satisfaction guarantee. All parts not meeting the form, fit, and/or function requirements for the legal purposes of the Purchaser will be provided a full refund including return shipping charges.	**M**	☐	☐	
	OSHA Requirements Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the standards and regulations issued and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards and for the failure of the items furnished under this order to so comply.	**M**	☐	☐	

Delivery					
	Delivery Locations Deliveries are to be made 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**	☐	☐	
	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 ordering agency. Since receiving hours for each ordering agency 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(s) must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified in the contract.	**M**	☐	☐	
	Delivery from Commercial Outlets Delivery of standard in-stock items to locations within five (5) miles from company's commercial store shall be accomplished within 45 minutes. Delivery outside the five (5) mile range will be accomplished by a scheduled delivery.	**M**	☐	☐	
	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(s) will be responsible for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and 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.	**M**	☐	☐	

	Free on Board (F.O.B.) Destination All prices offered shall be F.O.B. destination; freight prepaid by the Contractor, to the ordering organization's receiving point. 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. Special order automotive items will be F.O.B. Pre-Pay and Add. A special order item will be the decision of the contractor (i.e. engines, transmissions, common carrier deliveries). Delivery charges may apply.	**M**	☐	☐	
	Packing Slip A packing slip will be included with each shipment, which will include at least the following information in no particular order: • Agency Order Number (Purchase Order Number) • Ordering Agency Name • Line item description • Quantity ordered • Quantity included in shipment • Any back order items, out of stock, and availability date of unfilled and partial shipment • Number of parcels • Destination • All information contained on the packing label (see below)	**M**	☐	☐	
	Packaging Label A packing label will also be included with each order shipped and include the following items, visible on the outside of the box: • Authorized Purchaser • Address • Department and floor • Authorized Purchaser Contact Name • Authorized Purchaser Telephone number.	**M**	☐	☐	

	Carton Weight When packing multiple items for shipment, maximum weight of the individual cartons shall not exceed 50 pounds.	**M**	☐	☐	
	State of California Hazardous Materials Documentation For the State of California, products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, §339, shall comply with the requirements of Title 8 of the California Code of Regulations including §340, Material Safety Data Sheets (MSDS). Contractor(s) must provide a Material Safety Data Sheet (MSDS), with all legally required special handling/packaging documentation, to the ordering agency upon delivery of products containing hazardous materials. This information shall also be provided by facsimile or e-mail to any ordering agency upon written request. All hazardous chemical products shall be labeled, tagged or marked with the following information: • Identity of the hazardous chemical(s). • Appropriate hazard warning. • Name and address of the chemical manufacturer, importer or other responsible party.	**M**	☐	☐	
Quality Assurance					
	Warranty Contractor(s) must honor all manufacturers' warranties and guarantees on all products offered as part of this contract. If the manufacturer offers an on-site warranty, those warranty services must be passed on to the users of this contract. If a product warranty extends beyond the term of the contract, the Contractor(s) must agree to provide warranty services throughout the life of the warranty.	**M**	☐	☐	

	Return Policy Bidder must agree to accept all products purchased against the contract for return at no cost to the State within 30 calendar days of delivery, and credit the customer in full. <u>Note</u>: Products returned for credit should be in the packaging as delivered and include all documentation. All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail.	**M**	☐	☐	
	Credit Policy Contractor(s) will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. Contractor(s) 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(s) cannot require the ordering agency to deal directly with the manufacturer. In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit.	**M**	☐	☐	
	Restocking Fees Contractor(s) will not impose a restocking fee on the ordering agency for the following situations: • Item(s) returned that were damaged upon receipt • Incorrect items shipped • Items that are returned within 30 calendar days of delivery • Items that are returned, but exchanged for other items Re-stocking fees for all other reasons can be no greater than ten percent (10%) of the value of the items needing re-stocking.	**M**	☐	☐	

	Product Recall Procedures The Contractor(s) shall provide recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions. Contractor(s) shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the State. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.	**M**	☐	☐	
	Recall Notification In the event of a product recall (or product service bulletin, etc.), the Contractor will notify the State Contract Administrator of the recall in addition to affected Purchasers.	**M**	☐	☐	
Invoicing/Payment					
	Invoicing Ordering agencies may require separate invoicing, as specified by each ordering agency. The invoices must use the Contractor's invoice that includes at a minimum its name, address and telephone number. The Contractor will also issue invoices identifying, at a minimum, the components listed below: • Leveraged Procurement Number (State's Contract Number) • Agency Order Number (Purchase Order Number) • Agency Billing Code • Ordering Agency Name • Delivery address of the order • Product(s) description • Manufacturer's product(s) number(s) • Price(s) per unit(s) and extended price • Quantities of merchandise issued • Date ordered • Date delivered	**M**	☐	☐	

	• Listing of returns or back ordered items • 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") • Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency • Any other mutually agreed upon requirements the State may later deem necessary. Within 30 days of cost opening, the Contractor(s) must submit a preliminary copy of their invoice which shall contain all the elements that have been specified above in the invoice requirements. The authorized copy shall become the standard for this contract review and determine acceptability of the invoice			
	State of California CAL-Card Invoicing/P Card For the State of California, all CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Invoicing (see above). For additional information regarding the State of California, Procurement Division's CAL-Card program, see the following website: www.pd.dgs.ca.gov/calcard. Note: The total invoice amount for each CAL-Card order must reflect a zero balance due or credit, if applicable, and state "paid by CAL-Card". Other participating states may have their own P Card/Cal Card Type programs. For those participating states, the individual State's rules apply.	**M**	☐ ☐	
	Payment State departments and local government agencies may pay by check, electronic funds transfer, or with the State's CAL-Card credit card (currently VISA). Payments are to be made in accordance with paragraph 30 of the State's General Provisions.	**M**	☐ ☐	

Implementation					
	Proposed Implementation Plan Bidders are required to provide a proposed implementation plan approach for this project using the timeline above as part of the proposal. Relevant details pertaining to training, communication, contract adoption issues, contract requirements and timelines must be included. The implementation plan shall address and provide timelines for all contract and RFP requirements. It shall provide a full description of: • Contractor's quality assurance program which will affect service and delivery. • A tentative schedule for modifying the Contractor's system to add each agency 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).	**M**	☐	☐	

Business Requirements

Section	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
Reporting					
	Contract Usage Report The State will provide all Contractor(s) with a template of the electronic Contract Usage Report. This report will be furnished to the State Contract Administrator on a quarterly basis. The report shall detail all invoiced purchases against the contract during the specified reporting period. The Contract Usage Report shall be provided in the format specified in Exhibit 10.13, Contract Usage Report Template. The Contract Usage Report must contain at a minimum, but not BE limited to, the data elements identified in this exhibit. The Contract Usage Report shall be provided to the State Contract Administrator in Excel 2003 format via email or via U.S. Mail on a CD-ROM. The Contract Usage Report shall be submitted on a calendar quarter basis. All Contract Usage Reports shall be due on the 15th day following the ending of the specified reporting period.	**M**	☐	☐	

Section	Requirement Description	Type	Meets Yes	Meets No	Proposal Page Number
	Post Consumer Recycled Content (PCRC) 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, bidders are required to certify, in writing, the minimum percentage, if not the exact percentage, of post consumer recycled content material (PC RC) in each of the products offered as part of this RFP. Exhibit 10.10, Post Consumer Recycled Content (PCRC) Certification Workbook contains the following documents: 1) PCRC Percentages Worksheet – Bidders shall complete the PCRC Percentages Worksheet listing the percentage of post consumer recycled content material for each product offered. 2) Letter of Certification – Bidders shall print and sign the Letter of Certification certifying that the minimum percentage, if not exact percentage, listed in the PC RC 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. 3) 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 contract 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 contract, 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 State Contract Administrator.	**M**	☐	☐	

	SB Sales Report For the State of California, if using a Small Business, contractor(s) shall provide detailed reports of the California-certified Small Business Enterprises usage. Reports shall be supplied to the ordering agencies upon their request. Reports shall include the following elements. • Manufacturer Part Number • Item Description • Manufacturer • Quantity Shipped • Contract Price per Unit • Extended contract price including all discount(s) applied • Year-to-Date Quantity Shipped • Year-to-Date Product Value • Year-to-Date Number of Orders Placed	**M**	☐ ☐	
	Ad Hoc Reporting The Contractor(s) shall have the ability to provide ad hoc reports at no cost to the State. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by an ordering agency or the State as a whole. The State or ordering agency 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 State may ask that certain reports become standard and delivered to the State on a monthly or quarterly basis.	**M**	☐	
Contract Management				
	State Contract Administrator The State Contract Administrator is specified in Section 1.5 and is the contact person throughout the life of the contract. Any exception to the requirements contained in the contract may only be authorized by the State Contract Administrator or his/her designee through an amendment.	**M**	☐ ☐	

	Contractor Contract Manager The Contractor(s) will assign a National Account Manager contact person for contract management purposes. The contract manager is to be identified in Exhibit 10.7, Contractor Contract Manager Information. The Contractor Contract Manager must be authorized to make decisions on behalf of the Contractor.	**M**	☐	☐	
	Customer Service The Contractor(s) 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. The Contractor(s) shall provide customer service unit personnel information (phone number(s), names, etc.) within 15 days of contract award.	**M**	☐	☐	
	Problem Resolution The Contractor(s) shall promptly notify the State Contract Administrator in writing of any unresolved issues or problems that have been outstanding for more than five (5) working days. The State Contract Administrator shall notify the Contractor of the same.	**M**	☐	☐	
	WSCA Management Fee The contractor is required to pay a quarterly WSCA administrative fee of 0.5% (0.005) of ALL sales under the Price agreement. The WSCA administrative fee is to be included in the discount offered in the price proposal.	**M**	☐	☐	
	State of California Management Fee A 1% management fee will be included in the cost of all goods purchased against the State of California Auto Parts contract. This 1% (0.01) fee will then be rebated back to the State of California based on a quarterly Contract Usage Reports. This fee will be due to the State on the 15th day following the ending of the specified reporting period.	**M**	☐	☐	

	Other State Specific Administrative Fee: If a particular State requires a state administrative fee, or the administrative fee is different than 1%, it will be negotiated and articulated in that State's participating addendum.	**M**	☐	☐	
	Joint Outreach The Contractor(s), in coordination with the State Contract Administrator, may be required to perform, at the State's request, broad outreach marketing the contract terms and conditions to ordering agencies.	**M**	☐	☐	
	Performance-Service Level The 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. Bidders must agree to work with the State in resolving any issues resulting from the measurement of customer satisfaction. The successful bidder(s) and the State Contract Administrator will work together to continually monitor the success levels of the contract.	**M**	☐	☐	
	Transition Plan at End of Contract The Contractor(s) must agree that at the end of this contract, should the State conduct another procurement and award a new contract, the Contractor(s) will work with the State Contract Administrator to ensure that an efficient and effective transition takes place.	**M**	☐	☐	

Pricing					
	Price Adjustments • This contract may be amended by mutual consent. During the contract term, if the State becomes aware of better percentage off of market offered by the Contractor(s) for substantially the same or a smaller quantity of a product outside the contract, but upon the same or similar terms of the contract, then upon mutual agreement between the State and the Contractor(s), the percentage over market under the contract shall be immediately reduced to the lower percentage. If no agreement can be reached, the State reserves the right to not purchase the product under this contract.	**M**	☐	☐	
Customer References					
	Customer References Customer references are intended to gather information related to the Bidder's experience successfully servicing accounts with requirements similar to those of this solicitation. Bidders shall submit three (3) customer references from different contracts. Customer references shall be provided on Exhibit 10.14, Customer Reference Form. Customer Reference Forms from any other procurement will <u>not</u> be accepted for this RFP. Customers must fully complete the Exhibit 10.14, Customer Reference Form, and return directly to the Bidder. The Bidder must then submit the completed exhibit with the proposal as specified in Section 8, Proposal Format. Each contract reference shall: • Be valued at $1,000,000.00, at a minimum; • Be for work performed within the last five (5) years; • Have similar scope of work to that requested in this solicitation Failure to submit three (3) completed customer references, meeting the requirements above, will result in the Bidder's proposal being considered non-responsive.	**M**	☐	☐	

EPP Requirements					
	Contractor's Packaging and Shipping Containers and Supplies For the first year of the contract, all contractor-provided paper packaging for carry out, delivery and shipping orders (i.e. bags, boxes, cartons, containers, etc.) shall be recyclable and contain 20% (at a minimum) post consumer recycled content (PCRC). After the first year of the contract, the packaging and shipping containers and supplies employed by the contractor for carry out, delivery and shipping shall meet the State Agency Buy Recycled Campaign (SABRC) minimum PCRC content requirements (30%). The containers shall be legibly marked with the percent PC RC content and shall be easily deconstructed for recycling and not contaminated with any non-recyclable stickers or inks. Bidders shall provide, with their proposal, a written plan and commitment to meet the 30% SABRC minimum PCRC for all shipping boxes, by end of the first year, signed by the company's Chief Executive Officer. Packaging and shipping containers and supplies employed by the contractor for shipping may contain, in addition to the recyclable minimum SABRC post consumer recycled content (PC RC) material, virgin non-post consumer recycled content fiber that is certified from a sustainable forest or mill certification (alphabetical order) : 1. American Forest & Paper Association's Sustainable Forestry Initiative® (SFI) certification http://www.afandpa.org/Content/NavigationMenu/Environment_and_Recycling/SFI/SFI.htm 2. American Tree Farm System (ATFS) certification http://www.treefarmsystem.org/cms/pages/26_19.html 3. Canadian Standards Association's (CSA) certification to the Canada's National Standard for Sustainable Forest Management (SFM) CAN/CSA-Z809 http://www.csa-international.org/product_areas/forest_products_marking/Default.asp?language=english 4. Forest Stewardship Council (FSC) certification http://www.fscus.org/paper/	**NM**	☐	☐	

	Toxics in Packaging Purchasing Specification All packages, packaging components, and packaged retail-ready products offered during the life of the contract must be in full compliance with all requirements of 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. Upon request by the State, the awarded supplier shall provide a Certificate of Compliance which covers each type of package, packaging component, or packaged retail-ready product supplied, distributed, or sold under this specification. The certification shall be based either on direct written correspondence from the packaging product manufacturer or from any written advertisement issued by the product manufacturer including, but not limited to, the product's label, the manufacturer's catalog, or the manufacturer's or vendor's Internet Web site.	**NM**	☐	☐	
	Contractors Catalogs After the first year of the contract any printed market or ordering documents or catalogs for the State of California shall be printed on Process Chlorine Free (PCF), minimum 30 % post-consumer recycled content paper. Any printed market or ordering documents or catalogs for the State of California may contain, in addition to the recyclable minimum SABRC post consumer recycled content (PC RC) material, virgin non-post consumer recycled content fiber that is certified from a sustainable forest or mill certification (alphabetical order) : 5. American Forest & Paper Association's Sustainable Forestry Initiative® (SFI) certification http://www.afandpa.org/Content/NavigationMenu/Environment_and_Recycling/SFI/SFI.htm 6. American Tree Farm System (ATFS) certification http://www.treefarmsystem.org/cms/pages/26_19.html 7. Canadian Standards Association's (CSA) certification to the Canada's National Standard for Sustainable Forest Management (SFM) CAN/CSA-Z809 http://www.csa-international.org/product_areas/forest_products_marking/Default.asp?language=english Forest Stewardship Council (FSC) certification http://www.fscus.org/paper/ Hard copies of the catalog shall be distributed to State employees and local governmental agencies for ordering under this contract only upon written request. These hard copy catalogs shall be distributed at no charge.	**NM**	☐	☐	

	Green Product marking and labeling After the first year of the contract, contractor shall mark and identify all of its green products on its website, in the catalog, and in its store floors including but not limited to: • Products that possess third party certified eco-logos certifications. • Products that meet or exceed the California SABRC minimum post consumer recycled content requirements. After the first year of the contract, 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.	**NM**	☐	☐	
EPP Corporate Performance Requirements					
	CORPORATE ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) Bidders are requested to disclose their company Environmental Management System (EMS) information on Attachment X – EMS Questionnaire including: • Corporate Environmental Policy Statement. • EMS Plan and Goals • EMS Tracking and Annual Management Reporting Bidders are required to return completed Attachment X – EMS Questionnaire with the bid response.	**NM**	☐	☐	
	Environmental Management System (EMS) Bidders may provide documentation of third party or self certification to ISO 14001 environmental management system (EMS) standard as follows: 1. Option 1 - Third Party Certification Bidders must provide a copy of their current third party certification to ISO 14001. 2. Option 2 - Self Certification Bidders must provide a copy of the self certification checklist for compliance to ISO 14001. Bidders that are certified must provide the following with their proposal: • A link to the companies Corporate Environmental Policy Statement • A link to the company's EMS Plan on the companies website • A link to the companies declared environmental goals addressing energy, water, resources, toxic materials	**NM**	☐	☐	

	• A link to the companies EMS time table for impact reductions • A link to the companies EMS Tracking and Annual Management Reporting			
	Registered for green house gas emissions footprint disclosure and any verified emission reductions achieved Bidders may provide documentation that their operations have been registered in a Climate Registry that uses the ISO 14064 metrics and accounting methodology for their operation's green house gas emissions for their facilities and their transportation activities.	**NM**	☐ ☐	
	Toxic use reduction specifications The sale of wheel weights containing lead, brake pads containing asbestos, and products containing mercury such as thermostats shall be prohibited from sale on this contract.	**NM**	☐ ☐	
	Toxic use reduction specifications – MSDS Bidders may provide upon request an MSDS for any product containing a hazardous material. After the first year of the contract the contractors may make the MSDS available on their website for any product the State of California has purchased in the first year containing a hazardous material.	**NM**	☐ ☐	
	Toxic use reduction specifications Bidders may not sell, supply, offer for sale, or manufacture for sale in California consumer products 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 (available at: http://www.arb.ca.gov/consprod/regs/cp.pdf and http://www.arb.ca.gov/enf/title17_94509.pdf .) Bidders shall not sell, supply, offer for sale, or manufacture for sale in California consumer products which do not comply with California Code of Regulations, Title 17 AIRBORNE TOXIC CONTROL MEASURE FOR EMISSIONS OF CHLORINATED TOXIC AIR CONTAMINANTS title 17, California Code of Regulations, 93111	**NM**	☐ ☐	

Recycled Content Certifications

Public Contract Code (PCC) section 12201(c) requires State Departments to report recycled content of products purchased through statewide contracts to the legislature each year. State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within the 11 specified product categories identified on Exhibit 10.10, Reportable Product Categories Table.

All bidders shall certify in writing to the contracting officer the minimum percentage, if not exact percentage, of post consumer recycled-content (PC) material in the products, materials, goods, or supplies being offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law. The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material.

The following are the definitions that shall be applied for certifying the post consumer recycled content:

- Post Consumer Material – A finished material that would have been disposed of as a solid waste, having completed its life cycle as a consumer item, and does not include manufacturing wastes.

- Recycled Products - Goods or materials that meet the requirements identified in Public Contract Code Section 12209, including any good or material that has been reused or refurbished without substantial alteration of its original form.

In order to meet this requirement, bidders are required to:

1) Complete and sign Exhibit 10.10, Post Consumer Recycle Content (PCRC) Certification Workbook.

SECTION 7

COST

7. Cost

7.1 Introduction

Cost is the primary evaluation criterion for the award for this RFP. Cost evaluation will be based on the highest discount (%) to the State, as calculated according to the methodology outlined in Section 9, Evaluation. All proposed discounts (%) for all Categories must include the cost of any services required in this RFP.

The State's intent is to structure the pricing format in order to facilitate a straightforward comparison among all bidders and foster competition to obtain the best market pricing. Consequently, the State requires that each bidder's quote be in the format outlined in this section. Therefore, Bidders are advised that failure to comply with the instructions listed in this section, such as submission of incomplete offers or use of alternative pricing structures or different formats than the one requested may result in the rejection of their proposals for non-responsiveness.

Note: It is imperative that cost information not be included in the body of the proposal. Cost information is to be submitted in accordance with Section 8, Proposal Format.

7.2 Pricing Structure

The pricing information is categorized under eighteen (18) main Categories.

The Category list provides detail on those products commonly purchased by the State. The pricing proposal for this Category list will only be considered compliant if the bidder provides pricing for all Categories listed. A blank Category will be interpreted as a noncompliant pricing proposal and the bidder will be deemed non responsive.

The contract will be awarded on a multiple award basis. All mandatory Categories must be bid or the proposal will be considered non-responsive and will be rejected.

7.3 Quantities

No quantities will be shown in Exhibit 10.9 Cost Worksheet, as the State has no estimate of the anticipated contract purchase pattern. Actual purchases may vary and the State will not guarantee any quantities will be purchased. Consequently, there is no guaranteed dollar value for this contract.

7.4 Worksheet Instructions

Exhibit 10.9 Cost Worksheet Light Duty, contains the worksheet that the Bidders shall use to enter cost information for Light Duty Cars and Trucks. The Light Duty Cost Worksheet **must** be filled out completely or the proposal will be rejected.

Bidders must follow the instructions below to complete the Cost Worksheet:

7.4.1 Completion of Worksheet

For Categories 1-18 contained in this worksheet, please input the following for each Category (unless otherwise instructed):

- The Discount (%) being offered to the State for that Category.

The minimum discount offered in the proposal is fixed for the life of the contract. However, the contractor can offer greater discounts at any time during the course of the contract.

7.4.2 Important details

1) Catalog List Prices are to be those listed in the current version of the bidder's commercially available catalogs and will be the basis for which all discounts are applied to arrive at the State's net cost.

2) The catalogs provided shall consist of both a hard copy commercially available catalog and a publicly accessible on-line catalog and must contain a full range of auto parts in all categories. All catalogs must be named numbered and dated. Bidder may offer more than one catalog per category but only one discount per category.

7.5 Cost Submittal

Final pricing will be submitted in a separate sealed envelope as specified in Section 8, Proposal Format.

Final pricing will be submitted in a hard copy version and CD-ROM format in a sealed envelope as part of the final proposal, refer to Section 3.2.3 and 3.2.5, Format and Contact. Please ensure that a whole number percentage discount (%) with no decimal places is entered as indicated in the instructions and examples for the pricing worksheets. The number that is submitted on the pricing CD as part of the final proposal, will be used for evaluation purposes.

7.6 Additional Savings

For the purpose of cost, if at any time a commercial sale price anywhere in the nation is offered to the public and is cheaper than a contract price, the sale price must be offered to the State in lieu of the contracted discount price.

SECTION 8

PROPOSAL FORMAT

8. Proposal Format

8.1 Introduction

These instructions prescribe the mandatory proposal format and the approach for the development and presentation of proposal data. All proposals must be submitted in the format described in this section.

The Bidder's RFP response must contain all the material requested and address all requirements identified in the RFP. Format instructions must be adhered to for the proposal presentation. All requirements and questions in the RFP must be responded to and all requested data must be supplied.

Each Bidder is responsible for providing sufficient information and documentation for their RFP response to be thoroughly evaluated. Failure to do so may result in rejection of the proposal. There is no intent to limit the content of the proposal. Additional information deemed appropriate by the Bidder should be included. However, non-relevant material in the proposal which conflicts with the State's best interest may be cause for rejection of the proposal.

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

8.2 General Format Requirements

Draft and Final Proposals shall be completely sealed, marked and delivered as indicated in Section 2.3.5.6, Delivery of Proposals. The Draft and Final Proposals shall be submitted to the Procurement Official identified in Section 1.5 by the time specified in Section 1.6, Key Action Dates.

The pages in the Bidder'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 that 10 font. Pages must be placed within a binder with tabs delineating each section.

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

- Name of Bidder
- RFP 57224
- Volume Number
- Page Number

Figures, tables, charts, etc., must be assigned index numbers and must 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 2.3.5.6, Delivery of Proposals.

The Final Proposal shall be submitted to the Procurement Official identified in Section 1.5 by the time specified in Section 1.6, 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" 7 Copies 2 CD-ROMs
Volume II – Cost Data	1 "Master Copy" 4 Copies 2 CD-ROMs

8.3.3 Proposal Content

The content of each required volume is described below.

VOLUME I – Response to Administrative Requirements
This volume must contain all responses to the non-technical 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. Bidder must put "XXX" in place of all cost figures and percentages related to costs.

The organization of this volume is to be as follows:

1) Section 1 – Cover Letter

This section must contain a signed Cover Letter on the Bidder's official business Letterhead stationery in accordance with Section 2.3.5.5, Proposal Signature. Price information must not be included in the Cover Letter.

The Cover Letter must contain a statement that substantiates that the person who signs the letter is authorized to bind the Bidder's firm contractually. The Cover Letter must also contain statements that substantiate that the Bidder will comply with all RFP requirements and that the Bidder agrees with all terms and conditions.

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

This section must contain a narrative of the Bidder's compliance and/or response for each item (all paragraphs and subparagraphs) identified in RFP Section 5, Administrative Requirements. Each response must reference the RFP Section number to which it is responding. Responses shall be provided in the same paragraph sequence as they are provided in the RFP.

This section must also contain all required and/or applicable forms included in this RFP, including but not limited to, the following:

- Exhibit 10.3 – Contract Development/Standard Agreement (STD 213)
- Exhibit 10.5 – Administrative Requirements Response
- Exhibit 10.6 – Retailer's Seller's Permit Information
- Exhibit 10.12 – State of California Darfur Contracting Act Form
- Small Business Preference Information (Note: Bidder only needs to submit completed exhibit if requesting this preference)
- Bidder's Declaration Form (GSPD-05-405)

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

This section must contain the Bidder'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.

Bidders must provide a response to every "Mandatory" requirement. Each response must identify the specific requirement being addressed by the requirement section number.

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

This section must also contain all required and/or applicable forms included in this RFP, including but not limited to, the following:

- Exhibit 10.9 – Cost Worksheet(s) (without cost figures)
- Exhibit 10.7 – Contractor Contract Manager Information
- Exhibit 10.8 – Contractor Ordering Information

Reminder: No cost information should be contained in this volume. Bidder 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."

VOLUME II – Cost Data

This volume must be in a separately sealed, clearly identified marked envelope or container containing all completed cost sheets, exhibits identifying cost, and any other document(s) with cost data. This volume must contain all cost sheets required by Section 7, Cost. The MS Excel workbook must be used for this Volume and the cost sheet must contain the required items.

Note: Pricing figures shall not appear in any proposal submissions except the Final Proposal.

The organization of this volume is to be as follows:

1) Section 1 – Cost Worksheet

This section must contain the completed Exhibit 10.9, Cost Worksheet(s), as specified in Section 7, Cost.

2) Section 2 – Additional Cost Documents

This section should contain all other exhibits and documents with cost data.

8.4 Draft Proposal Format and Content

The Draft Proposal shall be completely sealed, marked and delivered as indicated in Section 2.3.5.6, Delivery of Proposals. The Draft Proposal shall be submitted to the Procurement Official identified in Section 1.5 by the time specified in Section 1.6, Key Action Dates.

The Draft 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” 7 Copies 2 CD-ROMs
Volume II – Cost Data	1 “Master Copy” 4 Copies 2 CD-ROMs

The Draft Proposal must contain all the material specified in Section 8.3.3, Proposal Content, for the Final Proposal except cost figures. Bidder must put “XXX” in place of all cost figures and percentages related to costs. The completed Standard Agreement (STD 213) must also be included but need not be signed. However, the Standard Agreement (STD 213) must contain the name and title of the person who will be signing for the Bidder at the submission of the Final Proposal.

Note: Pricing figures must not appear in any proposal submissions except the Final Proposal, Volume II. The inclusion of pricing in the Draft Proposal may be a basis for rejecting the proposal and notifying the Bidder that further participation in the procurement is prohibited.

SECTION 9

EVALUATION

9. Evaluation

9.1 Introduction

This Section describes how the State will evaluate the proposals and identify those proposals that meet the RFP's objectives and provide the best value for the State. It is the State's intent to conduct a comprehensive, impartial evaluation of all proposals received. The State will use a pass/fail and final cost, two-envelope method of selection.

9.2 State Evaluation Team

The State has established a multi-state sourcing team that will be responsible for the review and evaluation of Bidder proposals in accordance with the process described in the RFP. The State may engage additional qualified individuals during the process to assist the State Evaluation Team in understanding technical, financial, legal, contractual, or program matters.

Evaluation Criteria: All Mandatory Administrative and Technical Requirements listed in Section 5 and Section 6 of RFP DGS-57224 will be scored on a pass/fail basis. All costs submitted per Section 7 Cost for RFP DGS- 57224 will be evaluated by the following criteria:

The State Evaluation Team will select a representative sample of like or comparable items from each category for each bidder. These samples will be referred to as the Market Basket for each bidder (see Exhibit 10.19). Each State which has a member on the evaluation team, has submitted multiple vehicles from their individual State fleets to evaluate. A part from each category will be selected for evaluation for each vehicle. The Evaluation Team's Subject Matter Experts will ensure that the parts evaluated from each bidder are comparable (to ensure fairness to each bidder). The State Evaluation Team will arrive at a final net cost to the State for each item listed in each Bidder's Market Basket, by applying the appropriate discount listed for each category. All items listed in each Bidder's Market Basket will then be totaled to arrive at a Grand Total. All bidder's Grand Totals that fall within the established 20% competitive range and are in full compliance with all the requirements of RFP DGS- 57224 will then be considered for award.

9.3 Receipt

Proposals must be delivered by the date and time stated in RFP Section 1.6, Key Action Dates. Each Proposal will be dated and time marked as it is received, and verified that it is properly sealed. Proposals will remain sealed until the designated time for opening. Final Proposals received after the date and time specified in RFP Section 1.6, Key Action Dates, for receipt of Final Proposals will be deemed non-responsive and will be rejected.

9.4 Negotiations

Not Applicable to this RFP

SECTION 10

EXHIBITS

11. Exhibits

This section contains the following exhibits included as part of this RFP:

Exhibit No.	Description
10.1	Letter of Intent to Bid
10.2	Statement of Work
10.3	Contract Development/Standard Agreement (STD 213)
10.4	Competitive Bidding and Proposal Responsiveness
10.5	Administrative Requirements Response
10.6	Retailer's Seller's Permit Information
10.7	Contractor Contract Manager Information
10.8	Contractor Ordering Information
10.9	Cost Worksheet, Light Duty
10.10	Post-Consumer Recycled Content (PCRC) Certification Workbook
10.11	California Department of Corrections and Rehabilitation (CDCR) Special Provisions
10.12	Darfur Contracting Act Form
10.13	Contract Usage Report
10.14	Customer Reference Form
10.15	WSCA Terms and Conditions
10.16	State of California Small Business Preference Information
10.17	Authorized Locations
10.18	Wholesale Distribution Center Locations
10.19	Market Basket Evaluation Form (Sample)