Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

Master Price Agreement User Instructions

CONTRACT NUMBERS:	5-09-99-28 THROUGH 5-09-99-31
CONTRACTOR(S):	AUTOZONE, NAPA AUTO PARTS, BUCK'S OFF-ROAD AND AUTOMOTIVE SUPPLY, O'REILLY AUTO PARTS
PRODUCTS/SERVICES:	LIGHT DUTY AUTO PARTS
CONTRACT TERM:	April 30, 2010 through December 31, 2012
DISTRIBUTION LIST:	POSTED ELECTRONICALLY ON DGS/PD/MASTER AGREEMENT/ INTERNET WEB PAGE; WSCA WEBSITE

The most current User Instructions and State of California General Provisions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following User Instructions, RFP 57224 and California General Provisions for Non-IT Commodities.

1. OVERVIEW

The purpose of this Master Price Agreement is to provide a purchasing vehicle for Light Duty Auto Parts for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10298 & 10299.

While the State of California makes this Master Price Agreement available to local governmental agencies, each local agency should make its own determination of whether using this Master Price Agreement is consistent with its procurement policies and regulations.

In addition to the State of California, this Master Price Agreement will also be utilized by the Western States Contracting Alliance (WSCA) and be available to the National Association of State Procurement Officials (NASPO).

<signature on file>	**April 30, 2012**
Dion Campos, Supervisor, Multiple Award Program	**Effective Date**

2. STATE OF CALIFORNIA, PROCUREMENT DIVISION, CONTACT

Department of General Services, Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor
West Sacramento, CA

Contact: Cynthia Okoroike
Phone: 916/375-4389
Fax: 916/375-4663
E-Mail: cynthia.okoroike@dgs.ca.gov

3. CONTRACT INFORMATION

See Attachment A for awarded contractors and contract Terms and Conditions.

4. CONTRACT TERM

The contract term for the contract is April 30, 2010 through December 31, 2012. In addition, the contract allows for two (2) one (1) year extensions.

5. GUIDELINES/RULES

a. Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, State Contracting Manual, Volume 2 (SCM 2) and California Codes.

b. State and local government agency use of this Master Price Agreement is optional.

c. It is highly recommended that State agencies/users receive three offers before purchasing from this contract. Web quotes are acceptable. If purchasing other than low price, it is recommended that a written justification be added to the file to substantiate “best value” decision.

6. DOLLAR THRESHHOLDS (Local Governments are Exempt)

- Master Price Agreement Program Limitation: $500,000.

- All orders are subject to most current Management Memo (Currently MM 08-05), or whichever Management Memo is in effect at the time a purchase order is issued.

- Agencies are reminded that prices offered through this MPA are not to exceed dollar limits. Companies may offer lower pricing depending on the order.

  Go to the DGS website www.dgs.ca.gov and click on “Publications”, SAM management memos to obtain a copy of the most current management memo (currently MM 08-05 including supplements). Exempt entities are not subject to these order limits.

7. PRICING

Agencies should contact the contractor to see if there is a large quantity discount available. Please contact the contractor for additional information. See Attachment B for pricing.

8. METHODS OF PURCHASING

a. CAL-Card

All vendors on this Master Purchase Agreement will accept payment by CAL Card. When using a CAL Card, State agencies must follow the Cal Card rules and guidelines of use. If using Cal Card, please refer to your department's Cal Card Guidelines. STD. 65's are not required for every CAL-Card purchase (see SB 828 broadcast dated march 13, 2006 for guidelines of requirements for STD. 65 purchases when using CAL-Card).

b. Purchasing Authority Purchase Order (STD. 65)

If using a STD. 65 for purchases:

- **THE MASTER PRICE AGREEMENT CONTRACT NUMBER MUST BE SHOWN ON THE PURCHASE ORDER.**
- Local governments may, in lieu of the State's Purchase Order (STD. 65), use their own purchase order document.
- Electronic copies of the State standard forms can be found at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms). Direct link to the STD. 65: http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf
- The ordering agency defines the project scope to determine which goods and related services are needed, and check the electronic catalog for pricing. Then the ordering state agency completes a purchase order including all pertinent information for each individual order issued against the Agreement and sends the STD. 65 to the selected Contractor. NOTE: CAL-Card (procurement card; i.e. visa) orders are also accepted.
- As a hard copy catalog is not available, you must print a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

9. ON-LINE ORDERING

Each supplier has a special website for this contract that reflects its discounts. Each website is password protected. Please see attachment A for website details.

10. PURCHASE ORDER DISTRIBUTION

For state agencies, copies of the STD. 65 do not have to be submitted to DGS. The State will be capturing all purchases from this contract with a highly detailed quarterly usage report from each supplier. In addition, the supplier will remit 1% of all spend to DGS. DGS does not collect fees from State agencies.

11. PAYMENTS AND INVOICES

a. Payment Terms

See Master Price Agreement Contract Information (Attachment A) for Payment Terms.

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

Local government agencies may make payments according to their statutory requirements.

b. Payee Data Record (STD. 204)

Each state accounting office must have a copy of the Payee Data Record (STD. 204) in order to process payment of invoices. Agencies should forward a copy of the STD. 204 to their accounting office(s). Without the STD. 204, payment may be unnecessarily delayed.

12. TERMINATION

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the Master Price Agreement concerning failure to perform or upon mutual consent.

13. DGS ADMINSTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

14. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

NAPA Auto Parts is a Large Business which has many California Certified Small Businesses and/or DVBE's. Purchases from these stores can be used toward your State goals. Contact the NAPA Auto Parts store of your choice to see if it is a Certified Small Business/DVBE.

15. RESTOCKING FEES, CORE CHARGES, WARRANTIES

For information concerning items such as restocking fees, core charges/exchanges and warranties, refer to Section 6 of the RFP 57224.

ATTACHMENT A

CONTRACT ORDERING INFORMATION

Contractor Name	**AutoZone**
Contract Number	5-09-99-28
Contract Term Dates	4/30/2010 through 12/31/2012
Master Price Agreement	http://www.documents.dgs.ca.gov/pd/masters/AutoParts/AutoParts.pdf
A General Provisions (Non-IT Goods) dated 4/12/2007	http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf
Ordering Address	**AutoZone** **123 South Front Street** **Memphis, TN 38103**
Contact	Chuck Helmer
Phone	619-549-6549
Fax	901-495-8248
Email	Chuck.helmer@autozone.com
Contractor Ownership Information	AutoZone is a large business enterprise.
Payment Terms	Net 45 days
FEIN	13-3440178
CAL-Card Accepted	AutoZone accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable • Orders outside 30 mile radius are only free delivery if order is above $150.00. Special order items may have additional charges.
Web Address	www.autozone.com/ca

MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS

Contractor Name	**NAPA Auto Parts**
Contract Number	5-09-99-29
Contract Term Dates	4/30/2010 through 12/31//2012
Master Price Agreement	http://www.documents.dgs.ca.gov/pd/masters/AutoParts/AutoParts.pdf
A General Provisions (Non-IT Goods) dated 4/12/2007	http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf
Ordering Address	**NAPA Auto Parts** **7150 S. Fulton Street, Ste. 300** **Centennial, CO 80112**
Contact	Ken Auer
Phone	303-790-7865
Fax	303-623-5143
Email	ken_auer@genpt.com
Contractor Ownership Information	NAPA is a large business enterprise with some Small Business/DVBE independents
Payment Terms	Net 45 days
FEIN	58-0254510
CAL-Card Accepted	NAPA accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable • Orders outside 30 mile radius are only free delivery if order is above $150.00. Special order items may have additional charges.
Web Address	www.napaprolink.com
Web Instructions	1. From your web browser go to www.napaprolink.com 2. Click on “Register” under New User 3. Complete the form and click “Submit” 4. Write down the 10 digit NAPA ProLink ID number you receive immediately after registration. (This number is critical as this is what will link you to your servicing NAPA store) 5. Contact your servicing NAPA store and speak to the Manager or Owner to give them your 10 digit ProLink ID to have them link you to their store. 6. Once your servicing store has you set up in their point-of-sale system, you may login using the username and password you entered during registration and start using NAPA ProLink If for any reason you encounter any issues during the set up process just call 1-888-SET-NAPA.

MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS

Contractor Name	**Buck's Off-Road and Automotive Supply**
Contract Number	5-09-99-30
Contract Term Dates	4/30/2010 through 12/31/2012
Master Price Agreement	http://www.documents.dgs.ca.gov/pd/masters/AutoParts/AutoParts.pdf
A General Provisions (Non-IT Goods) dated 4/12/2007	http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf
Ordering Address	**Buck's Off-Road and Automotive Supply** **4500 W. Chinden Blvd.** **Boise, ID 83714**
Contact	Jeff Buck
Phone	208-343-2061
Fax	208-343-1414
Email	jbuck@bucks4x4.com
Contractor Ownership Information	Buck's Off-Road and Automotive Supply is a large business enterprise.
Payment Terms	Net 45 days
FEIN	27-1137199
CAL-Card Accepted	Buck's accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable • Orders outside 30 mile radius are only free delivery if order is above $150.00. Special order items may have additional charges.
Web Address	www.borasparts.com
Web Instructions	1. Visit www.borasparts.com 2. Go to the REQUEST A LOGIN Page 3. Enter details and click "Submit" 4. You will receive an email from CustomerSupport@BORAS.com with your Username and Password 5. Click the url link or return to www.borasparts.com 6. Use the Username and Password from the email to Login to the website

MASTER PRICE AGREEMENT
LIGHT DUTY AUTO PARTS
USER INSTRUCTIONS

Contractor Name	**O'Reilly Auto Parts**
Contract Number	5-09-99-31
Contract Term Dates	4/30/2010 through 12/31/2012
Master Price Agreement	http://www.documents.dgs.ca.gov/pd/masters/AutoParts/AutoParts.pdf
CA General Provisions (Non-IT Goods) dated 4/12/2007	http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf
Ordering Address	**O'Reilly Auto Parts** **233 S. Patterson** **Springfield, MO 65801**
Contact	Doug Bennett
Phone	417-874-7131
Fax	800-925-0899
Email	Installer_pricing@oreillyauto.com
Contractor Ownership Information	O'Reilly Auto Parts is a large business enterprise.
Payment Terms	Net 45 days
FEIN	44-0618012
CAL-Card Accepted	O'Reilly accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable • Orders outside 30 mile radius are only free delivery if order is above $150.00. Special order items may have additional charges.
Web Address	www.firstcallonline.com
Web Instructions	1. Please go to www.firstcallonline.com 2. (For first time purchase) click on "Registration" and follow instructions 3. Go to "Look Up Parts" column 4. From this point you can look up parts by application, interchange, etc. 5. Look at the cost column reflecting the State's price with the discount already applied 6. For any technical assistance please call 1-800-934-2451

ATTACHMENT B

AutoZone

Minimum Price Discount

(Discount off of list price)

These are minimum price discounts. Discounts may be higher on the webpage but not lower than contract discount.

CATE GORY	DESCRIPTION	PRICING DISCOUNT
1	AIR CONDITIONING	50%
2	ALTERNATORS AND STARTERS	50%
3	BATTERIES	50%
4	BEARINGS, BALL AND ROLLER	50%
5	BELTS AND HOSES	50%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	50%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS, OIL, GAS, AIR, AND TRANS	50%
11	GASKETS AND SEALS	50%
12	HEATING AND COOLING (ENGINE)	50%
13	LAMPS AND LIGHTING AND MIRRORS	50%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	50%
15	PUMPS, FUEL AND WATER	50%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	50%
17	WIPERS/WASHERS	50%
18	WINTER ACCESSORIES	50%

NAPA

Minimum Price Discount

(Discount off of list price)

These are minimum price discounts. Discounts may be higher on the webpage but not lower than contract discount..

**Note: Many California stores are Certified Small Business and/or DVBE. Please contact your local store to ensure this applies. Purchases can be used toward State agency Small Business/DVBE participation goals.

CATE GORY	DESCRIPTION	PRICING DISCOUNT
1	AIR CONDITIONING	30%
2	ALTERNATORS AND STARTERS	30%
3	BATTERIES	25%
4	BEARINGS, BALL AND ROLLER	33%
5	BELTS AND HOSES	40%
6	BRAKES	27%
7	ELECTRICAL AND IGNITION	32%
8	EMISSIONS AND EXHAUST	40%
9	ENGINE AND DRIVE TRAIN	23%
10	FILTERS, OIL, GAS, AIR, AND TRANS	60%
11	GASKETS AND SEALS	22%
12	HEATING AND COOLING (ENGINE)	35%
13	LAMPS AND LIGHTING AND MIRRORS	28%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	20%
15	PUMPS, FUEL AND WATER	26%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	33%
17	WIPERS/WASHERS	30%
18	WINTER ACCESSORIES	20%

Buck's Off-Road and Automotive Supply

Minimum Price Discount

(Discount off of list price)

These are minimum price discounts. Discounts may be higher on the webpage but not lower than contract discount.

CATE GORY	DESCRIPTION	PRICING DISCOUNT
1	AIR CONDITIONING	50%
2	ALTERNATORS AND STARTERS	55%
3	BATTERIES	40%
4	BEARINGS, BALL AND ROLLER	60%
5	BELTS AND HOSES	50%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	50%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS, OIL, GAS, AIR, AND TRANS	50%
11	GASKETS AND SEALS	50%
12	HEATING AND COOLING (ENGINE)	45%
13	LAMPS AND LIGHTING AND MIRRORS	55%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	50%
15	PUMPS, FUEL AND WATER	50%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	40%
17	WIPERS/WASHERS	50%
18	WINTER ACCESSORIES	40%

O'Reilly

Minimum Price Discount

(Discount off of list price)

These are minimum price discounts. Discounts may be higher on the webpage but not lower than the contract discount.

CATE GORY	DESCRIPTION	PRICING DISCOUNT
1	AIR CONDITIONING	15%
2	ALTERNATORS AND STARTERS	15%
3	BATTERIES	10%
4	BEARINGS, BALL AND ROLLER	20%
5	BELTS AND HOSES	15%
6	BRAKES	15%
7	ELECTRICAL AND IGNITION	15%
8	EMISSIONS AND EXHAUST	15%
9	ENGINE AND DRIVE TRAIN	10%
10	FILTERS, OIL, GAS, AIR, AND TRANS	28%
11	GASKETS AND SEALS	20%
12	HEATING AND COOLING (ENGINE)	10%
13	LAMPS AND LIGHTING AND MIRRORS	15%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	0%
15	PUMPS, FUEL AND WATER	15%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	20%
17	WIPERS/WASHERS	20%
18	WINTER ACCESSORIES	0%