

State of California  
**NASPO VALUEPOINT COOPERATIVE AGREEMENT  
 USER INSTRUCTIONS**

<i>ISSUE AND EFFECTIVE DATE: 1/4/2016</i>	
<b>TITLE/DESCRIPTION:</b>	NASPO ValuePoint Aftermarket Automotive Parts
<b>CONTRACT NUMBER:</b>	7-15-99-25-01 Elliot Auto Supply Co., dba Factory Motor Parts
<b>CONTRACT TERM:</b>	1/4/2016 through 12/31/2018
<b>CONTRACT CATEGORY:</b>	Non-IT Goods
<b>MAXIMUM ORDER LIMIT:</b>	\$500,000
<b>FOR OPTIONAL USE BY:</b>	State Departments and Local Governmental Agencies
<b>DGS-PD CONTRACT INFORMATION WEBSITE:</b>	<a href="http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/AutoParts.aspx">http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/AutoParts.aspx</a>
<b>STATE CONTRACT ADMINISTRATOR:</b>	Cynthia Okoroike (916) 375-4389 <a href="mailto:Cynthia.okoroike@dgs.ca.gov">Cynthia.okoroike@dgs.ca.gov</a>

**Note to Ordering Agencies:** Please carefully review the User Instructions in its entirety. Ordering Agencies are required to comply with the instructions provided herein and the terms outlined within the individual Standard 65 Agreement and its Amendments. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instruction Supplement.

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**Cynthia Okoroike, Contract Administrator**  
 Multiple Awards Program Section

## **1. OVERVIEW**

The Department of General Services, Procurement Division (DGS/PD) in cooperation with NASPO ValuePoint has a Cooperative Master Agreement with a single Contractor (as noted on page 1) for use of the Aftermarket Automotive Parts.

The purpose of this Cooperative Master Agreement is to provide a purchasing vehicle for Aftermarket Automotive 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 Cooperative Master Agreement available to local governmental agencies, each local agency should make its own determination of whether using this Cooperative Master Agreement is consistent with its procurement policies and regulations.

In addition to the State of California, this Cooperative Master Agreement will also be utilized by the NASPO ValuePoint Participating States.

## **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](mailto:cynthia.okoroike@dgs.ca.gov)

## **3. CONTRACT INFORMATION**

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

## **4. CONTRACT TERM**

The contract term for the contract is January 04, 2016 through December 31, 2018.

## **5. AVAILABLE PRODUCT CATEGORIES**

- Air Conditioning
- Alternator and Starters
- Batteries
- Bearing, Ball and Roller
- Belt and Hoses
- Brakes
- Electrical and Ignition
- Emission and Exhaust
- Engine and Drive Train
- Filter, Oil, Gas, Air, and Transmission
- Gaskets and Seals
- Heating and Cooling Engine
- Lamps and Lighting and Mirror
- Oil and Lubricants Regular and Synthetic
- Pump, Fuel and Water
- Suspension, Shocks, Struts and Steering
- Wipers and Washers
- Shop Supplies and Equipment

## **6. 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 Cooperative Agreement is optional.

## **6. DOLLAR THRESHHOLDS (Local Governments are Exempt)**

- WSCA-NASPO Program Limitation: \$500,000.
- Agencies are reminded that prices offered through this Cooperative Agreement are not to exceed dollar limits. Companies may offer lower pricing.
- Exempt entities are not subject to these order limits

## **7. PRICING**

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

## **METHODS OF PURCHASING**

### **a. CAL-Card**

All vendors on this Cooperative 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 COOPERATIVE MASTER 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.

## **8. SUPPLIER WEBSITE**

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

## **9. 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.

## **10. PAYMENTS AND INVOICES**

### **a. Payment Terms**

See Cooperative Master Agreement Contract Information (Attachment A and B) 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.

## **11. TERMINATION**

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

## **12. DGS ADMINISTRATIVE 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.

## **13. 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 DGS-1304-017.

**ATTACHMENT A**  
**WSCA CONTRACT ORDERING INFORMATION**

Contractor Name	<b>Factory Motor Parts</b>
Contract Number	7-15-99-25-01
Contract Term Dates	1/4/2016 through 12/31/2018
Cooperative Master Agreement	<a href="http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/AutoParts.aspx">http://www.dgs.ca.gov/pd/Programs/Leveraged/wsc/AutoParts.aspx</a>
A General Provisions (Non-IT Goods) dated 6/8/2010	<a href="http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf">http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf</a>
Ordering Address	Factory Motor Parts 4755 Northpark Drive Colorado Spring, CO 80918
Contact	Dana Carney
Phone	800/550-0469
Fax	714/879-8547
Email	<a href="mailto:d.carney@fmpco.com">d.carney@fmpco.com</a>
Contractor Ownership Information	Factory Motor Parts is a large business enterprise.
Payment Terms	Net 45 days
FEIN	430619421
CAL-Card Accepted	Factory Motor Parts accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	<p><b>Free on Board (F.O.B.) Destination (Shipping Terms)</b></p> <p>All prices offered shall be F.O.B. destination and allowed for California and all Participating States. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.</p> <p>All emergency or rush deliveries that require special shipping and handling should be at the ordering entities expense, with prior approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item. In the event an emergency or rush delivery is required as the result of a Contractor's error; all shipping cost shall be paid by the Contractor.</p>
Web Address	From your web browser go to: <a href="http://www.factorymotorparts.com">www.factorymotorparts.com</a>

Website login Instruction	<ol style="list-style-type: none"><li>1. Click on "Customer Login" located at top right of screen in RED</li><li>2. The GENERIC login and password for State of CA entities is: User: FMWSA1601 Password: SA1601</li><li>3. By clicking on "GO" this will allow access to cataloging, inventory check, and State of California contract pricing.</li><li>4. Please call Factory Motor Parts customer service (800-550-0469) for a personalized login and password that will allow complete access.</li><li>5. Once you have received your personal login and password, you may login using the dedicated login and password and begin using all the benefits of <a href="http://www.factorymotorparts.com">www.factorymotorparts.com</a>.</li><li>6. By clicking on the HELP button, assistance is available online or by email.</li></ol> <p>Please call Factory Motor Parts dedicated customer service for any login questions.</p>
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**ATTACHMENT B**  
**FACTORY MOTOR PARTS**  
**Minimum Price Discount**  
 (Discount off the list price)

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

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