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State of California  
**WSCA-NASPO COOPERATIVE AGREEMENT  
USER INSTRUCTIONS  
Supplement #4**

**Important Note:** Supplement #4 replaces and supersedes the previous User Instructions version (Supplement #3 dated 12/3/2013).

<b>ISSUE AND EFFECTIVE DATE: 12/19/2014</b>	
<b>TITLE/DESCRIPTION:</b>	WSCA-NASPO Light Duty Auto Parts
<b>CONTRACT NUMBER(S):</b>	5-09-99-28     AutoZone 5-09-99-29     Napa Auto Parts 5-09-99-31     O'Reilly Auto Enterprises, LLC
<b>CONTRACT TERM:</b>	4/30/2010 through 6/30/2015
<b>CONTRACT CATEGORY:</b>	Non - IT Goods and Services
<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 213 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

SUMMARY OF CHANGES		
Supplement No.	Revision Description	Effective Date
4	<p>User Instructions Supplement #4 replaces and supersedes the previous User Instructions version (Supplement #3 dated 12/3/2013).</p> <p>Supplement #4 incorporates the following change:</p> <ul style="list-style-type: none"> <li>• Extend the contract through June 30, 2015.</li> <li>• Update Contractor's name from CKS Auto, Inc. to O'Reilly Auto Enterprises, LLC.</li> <li>• List AutoZone Parts, Inc. name as dba AutoZone</li> </ul>	12/19/2014

For copies of previous User Instructions versions, please contact the State Contract Administrator listed in section 2.

## 1. OVERVIEW

The purpose of this Cooperative 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 Cooperative Agreement available to local governmental agencies, each local agency should make its own determination of whether using this Cooperative Agreement is consistent with its procurement policies and regulations.

In addition to the State of California, this Cooperative Agreement will also be utilized by the WSCA-NASPO 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

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E-Mail: [cynthia.okoroike@dgs.ca.gov](mailto: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 June 30, 2015.

**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 Cooperative 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)**

- 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)**

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**If using a STD. 65 for purchases:**

- **THE COOPERATIVE 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**

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.

**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 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 days 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. 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.

**14. 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.

**15. AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) - SUPPLEMENTAL TERMS AND CONDITIONS**

- a. Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- b. Click here to access the [ARRA Supplemental Terms and Conditions](#)

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled [Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act](#)

## ATTACHMENT A

### WSCA CONTRACT ORDERING INFORMATION

Contractor Name	<b>AutoZone Parts, Inc. dba AutoZone</b>
Contract Number	5-09-99-28
Contract Term Dates	4/30/2010 through 6/30/2015
Cooperative 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 4/12/2007	<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	<b>AutoZone Parts, Inc. dba AutoZone 123 South Front Street Memphis, TN 38103</b>
Contact	Ronald Duponte
Phone	570/807-9087
Fax	339/883-3076
Email	<a href="mailto:ronald.duponte@autozone.com">ronald.duponte@autozone.com</a>
Contractor Ownership Information	AutoZone Parts, Inc. dba 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	<ul style="list-style-type: none"> <li>• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable</li> <li>• Orders outside 30 mile radius are only free delivery if order is above \$150.00. Special order items may have additional charges.</li> </ul>
Web Address	<a href="http://www.autozonepro.com/ca">www.autozonepro.com/ca</a>

## ATTACHMENT A

### WSCA CONTRACT ORDERING INFORMATION

Contractor Name	<b>NAPA Auto Parts</b>
Contract Number	5-09-99-29
Contract Term Dates	4/30/2010 through 6/30/2015
Cooperative Agreement	<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>
A General Provisions (Non-IT Goods) dated 4/12/2007	<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	<b>NAPA Auto Parts        2999 Circle 75 Parkway        Atlanta, GA 30339</b>
Contact	Kimberly Eason, Major Account Sales Manager
Phone	229/272-0155
Fax	303-623-5143
Email	<a href="mailto:Kimberly_Eason@genpt.com">Kimberly_Eason@genpt.com</a>
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	<ul style="list-style-type: none"> <li>• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable</li> <li>• Orders outside 30 mile radius are only free delivery if order is above \$150.00. Special order items may have additional charges.</li> </ul>
Web Address	<a href="http://www.napaprolink.com">www.napaprolink.com</a>
Web Instructions	<ol style="list-style-type: none"> <li>1. From your web browser go to <a href="http://www.napaprolink.com">www.napaprolink.com</a></li> <li>2. Click on "Register" under New User</li> <li>3. Complete the form and click "Submit"</li> <li>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)</li> <li>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.</li> <li>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</li> </ol> <p>If for any reason you encounter any issues during the set up process just call 1-888-SET-NAPA.</p>

Contractor Name	<b>O'Reilly Auto Enterprises, LLC</b>
Contract Number	5-09-99-31
Contract Term Dates	4/30/2010 through 6/30/2015
Master Price Agreement	<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>
CA General Provisions (Non-IT Goods) dated 4/12/2007	<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	<b>O'Reilly Auto Enterprises, LLC 233 S. Patterson Springfield, MO 65801</b>
Contact	Chris George
Phone	417/829-5879
Fax	800-925-0899
Email	<a href="mailto:cgeorge@oreillyauto.com">cgeorge@oreillyauto.com</a>
Contractor Ownership Information	O'Reilly Auto Enterprises, LLC is a large business enterprise.
Payment Terms	Net 45 days
FEIN	86-0221312
CAL-Card Accepted	O'Reilly accepts the State of California credit card (CAL-Card).
Delivery/Shipping Terms	<ul style="list-style-type: none"> <li>• Free Delivery: 1 hour within a 5 mile radius; 3 days within a 30 mile radius; pick up at retail store acceptable</li> <li>• Orders outside 30 mile radius are only free delivery if order is above \$150.00. Special order items may have additional charges.</li> </ul>
Web Address	<a href="http://www.firstcallonline.com">www.firstcallonline.com</a>
Web Instructions	<ol style="list-style-type: none"> <li>1. Please go to <a href="http://www.firstcallonline.com">www.firstcallonline.com</a></li> <li>2. (For first time purchase) click on "Registration" and follow instructions</li> <li>3. Go to "Look Up Parts" column</li> <li>4. From this point you can look up parts by application, interchange, etc.</li> <li>5. Look at the cost column reflecting the State's price with the discount already applied</li> <li>6. For any technical assistance please call 1-800-934-2451</li> </ol>

**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.

<b>CATEGORY</b>	<b>DESCRIPTION</b>	<b>PRICING DISCOUNT</b>
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.

CATEGORY	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%

## O'Reilly Auto Enterprises, LLC

### 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.

CATEGORY	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%