



WSCA-NASPO
INTENT TO PARTICIPATE
Cooperative Contract(s) for light and medium duty auto parts.

I. PURPOSE:

The purpose of this Agreement is to provide interested NASPO states with the opportunity to participate in multi-state cooperative contract(s) for light and medium duty auto parts.

II. SCOPE OF THE CONTRACT(S)

The State of California is authorized by agreement to the participants to act as the procurement officer in developing multi-state cooperative contract(s) for light and medium duty auto parts.

The resulting contracts will be permissive contracts.

Administrative Fee

Because of the nature of these contracts, there will be a .25% WSCA-NASPO administrative fee associated with these contracts. It is not anticipated that the individual states will be able to add an administrative fee when the state executes its Participating Addendum.

III. TERM OF THE CONTRACT

The initial term of the contract will be established for three (3) years from the date of award with options to extend the contract.

IV. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

The solicitation and contract development shall be accomplished in compliance with the WSCA and NASPO Agreement of Understanding, incorporated herein by reference.

Solicitation Publication Period

Bidders/Offerors will be given at least 40 days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This RFP will be issued and evaluated in concert with the procurement laws and rules of the State of California by a sourcing team comprised of members from several states.

Award(s): The solicitation will permit multiple awards.

Additional Requested Information

State Specific Terms and Conditions: If the participating state wishes to include any State specific terms and conditions with the release of this RFP, please attach those with this Intent to Participate. **South Carolina has attached applicable terms and conditions.**

Annual Estimated Volume: Please indicate your annual volume of spend on light and medium duty auto parts (including any potential political subdivision usage if available).

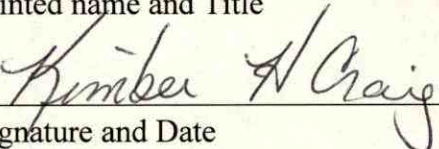
Annual State Spend	<u>\$1,851,070</u>
Annual Political Subdivision Spend	<u>\$ included in above figure</u>

DIRECTOR SIGNATURE

State of **South Carolina**

Kimber H. Craig, Procurement Director

Printed name and Title

 4-15-15

Signature and Date

(803) 737-2527 kcraig@mmo.sc.gov

Phone and email

State point of contact for this commodity/service

Sheila O. Willis, Procurement Manager

Printed name and Title

(803)737-4417 swillis@mmo.sc.gov

Phone and email

Please scan and email the signed "Intent to Participate" document by February 13, 2015.

to:

Tim Hay

Cooperative Development Coordinator

WSCA-NASPO Cooperative Procurement Organization

thay@wsca-naspo.org

South Carolina Specific Clauses:

SPECIAL TERMS AND CONDITIONS:

FEE FOR ADMINISTRATIVE SERVICES – RECEIPTS - SPO (OCT 2007): As provided herein, a public procurement unit, by participating in this contract, owes the Materials Management Office (MMO) a Fee for administrative services. A public procurement unit shall pay the Fee directly to Contractor as a part of the contract price. Contractor is responsible for collecting this Fee from participating public procurement units (state and local) and paying the Fee to MMO. The price stated in any offeror's bid or proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its contract pricing and shall not separately itemize or invoice for the Fee.

(a) For each Payment Period, Contractor shall pay to MMO a Fee equal to .75% of the total dollar amount (excluding sales taxes & adjusted for credits or refunds) received from any public procurement unit by Contractor pursuant to this Agreement. As used in this clause, the term "Payment Period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any periods less than a full calendar quarter during the term of this Agreement. Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period (Example: Payment for the quarterly "Payment Period" of Jan. - Mar. 2004 is due on or before April 30, 2004). Payments are to be mailed to: Materials Management Office, Attn: Contract Admin. Fee, 1201 Main Street, Suite 600, Columbia, S.C., 29201. Payments shall be made to the order of the Materials Management Office. If the amount due for a Payment Period is less than \$10.00, no payment is required.

(b) Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. The Usage Report shall include any information requested by MMO to verify the amount due. At a minimum, each Usage Report shall reflect the following information for the applicable Payment Period: contractor's name, contract number, contract description, Payment Period/quarter, Total Dollar Value of Invoice Payments Received (excluding sales taxes and showing any adjustments for credits or refunds), Total Number of Units (if practicable), and the number, date, and amount of Contractor's check to MMO. The MMO procurement officer may require the Contractor to provide a separate, more detailed usage report. Should this be necessary, the procurement officer will work directly with the contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

(c) During the term of this Agreement and for a period of three years thereafter, MMO, its auditors, or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records in order to audit all records relating to goods sold or work performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid MMO, then Contractor shall remit the underpayment and reimburse MMO for all costs of the audit.

(d) All amounts that become payable by the Contractor to MMO under this Agreement shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate.

(e) In the event the Contractor fails to make any payment when due, Contractor shall be liable to MMO for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

(f) Failure to pay any amount due pursuant to this clause may result in the Contractor's debarment pursuant to Section 11-35-4220 of the South Carolina Code of Laws, as amended.

(g) For purposes of this clause, MMO is intended as a third-party beneficiary of this Agreement. The phrase "public procurement unit" is defined by Section 11-35-4610(5) of the South Carolina Code of Laws, as amended.

NOTICE: The administrative fee created by this clause is calculated against receipts. After a contract has been awarded, contractor may elect to calculate the administrative fee against sales. To effect this election, a change order must be executed. The change order will substitute a different administrative fee clause for this one. The alternate clause is available for review upon request and may be found at www.ogs.state.sc.us/DDP/terms/. Any election must be made within thirty (30) days of final award. If you wish to make this election, contact the procurement officer identified on the cover page of this solicitation.

SECTION 11-35-4810. Cooperative purchasing authorized.

Any public procurement unit may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts which shall be made available to local public procurement units, except as provided in Section 11-35-4820 or except as may otherwise be limited by the board through regulations.

However, thirty days' notice of a proposed multi-state solicitation must be provided through central advertising and such contracts may be only awarded to manufacturers who will be distributing the products to South Carolina governmental bodies through South Carolina vendors; provided, however, that the provisions of this paragraph do not apply to public institutions of higher learning if the institution demonstrates a cost savings to the Office of State Procurement in regard to the multi-state solicitation and procurement.

SECTION 11-35-4230. Authority to resolve contract and breach of contract controversies.

(1) **Applicability.** This section applies to controversies between a governmental body and a contractor or subcontractor, when the subcontractor is the real party in interest, which arise under or by virtue of a contract between them including, but not limited to, controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or recession. The procedure set forth in this section constitutes the exclusive means of resolving a controversy between a governmental body and a contractor or subcontractor, when the subcontractor is the real party in interest, concerning a contract solicited and awarded pursuant to the provisions of the South Carolina Consolidated Procurement Code.

(2) **Request for Resolution; Time for Filing.** Either the contracting state agency or the contractor or subcontractor, when the subcontractor is the real party in interest, may initiate resolution proceedings before the appropriate chief procurement officer by submitting a request for resolution to the appropriate chief procurement officer in writing setting forth the specific nature of the controversy and the specific relief requested with enough particularity to give notice of every issue to be decided. A request for resolution of contract controversy must be filed within one year of the date the contractor last performs work under the contract; except that in the case of latent defects a request for resolution

of a contract controversy must be filed within three years of the date the requesting party first knows or should know of the grounds giving rise to the request for resolution.

(3) Duty and Authority to Attempt to Settle Contract Controversies. Before commencement of an administrative review as provided in subsection (4), the appropriate chief procurement officer or his designee shall attempt to settle by mutual agreement a contract controversy brought pursuant to this section. The appropriate chief procurement officer has the authority to approve any settlement reached by mutual agreement.

(4) Administrative Review and Decision. If, in the opinion of the appropriate chief procurement officer, after reasonable attempt, a contract controversy cannot be settled by mutual agreement, the appropriate chief procurement officer or his designee promptly shall conduct an administrative review and issue a decision in writing within ten days of completion of the review. The decision must state the reasons for the action taken.

(5) Notice of Decision. A copy of the decision pursuant to subsection (4) and a statement of appeal rights under Section 11-35-4230 (6) must be mailed or otherwise furnished immediately to all parties participating in the administrative review proceedings. The appropriate chief procurement officer also shall post a copy of the decision at a time and place communicated to all parties participating in the administrative review, and the posted decision must indicate the date of posting on its face and must be accompanied by a statement of the right to appeal provided in Section 11-35-4230 (6).

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410 (1) within ten days of the posting of the decision in accordance with Section 11-35-4230 (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel, or to the Procurement Review Panel, and must be in writing setting forth the reasons why the person disagrees with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and any affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or legal.

SECTION 11-35-45. Payment for goods and services received by State.

(A) All vouchers for payment of purchases of services, supplies, or information technology must be delivered to the Comptroller General's office within thirty work days from acceptance of the goods or services and proper invoice. After the thirtieth work day, following acceptance or the postmark on the invoice, the Comptroller General shall levy an amount not to exceed fifteen percent each year from the funds available to the agency, this amount to be applied to the unpaid balance to be remitted to the vendor unless the vendor waives imposition of the interest penalty.

(B) All agencies and institutions of the State are required to comply with the provisions of this section. Only the lump sum institutions of higher education are responsible for the payment of all goods or services within thirty work days after the acceptance of the goods or services and proper invoice, whichever is received later, and shall pay an amount not to exceed fifteen percent per annum on any unpaid balance which exceeds the thirty work-day period, if the vendor specifies on the statement or the invoice submitted to such institutions that a late penalty is applicable if not paid within thirty work days after the acceptance of goods or services.

(C) The Comptroller General shall issue written instructions to the agencies to carry out the intent of this section. All offices, institutions, and agencies of state government shall fully cooperate with the Comptroller General in the implementation of this section.

(D) The thirty-day period shall not begin until the agency, whether or not the agency processes vouchers through the Comptroller General, certifies its satisfaction with the received goods or services and proper invoice.

Current Procurement Code Exemptions

Last Revised January 3, 2013

NAME	DATE	EXEMPTION TEXT	NOTES
Multi-State Cooperative Purchasing	1997.11.04	"The Board, in accordance with Code Section 11-35-710, granted an exemption from the Consolidated Procurement Code to allow the Office of General Services the authority to identify high volume procurement items such as office supplies, office equipment, information technology products, vehicles, petroleum products and pharmaceutical products that are used in the operation and the administration of state government which are suited for purchase pursuant to multi-state cooperative agreements and to enter into those agreements using procurement procedures appropriate for each transaction and agreeable to the participating states in those instances in which clear cost savings can be realized."	Reference should be made to Article 19 of Title 11, Chapter 35.

NOTICES

You can create your own ad:

NOTICE OF INTENTION TO JOIN A MULTI-STATE COOPERATIVE PROCUREMENT FOR AFTERMARKET AUTOMOTIVE PARTS

This is public notice that the State of South Carolina, Materials Management Office, proposes joining with the State of California, Department of General Services, Procurement Division (DGS-PD) to establish a comprehensive, statewide, multiple award contract(s) with a qualified vendor(s) to provide Aftermarket Automotive Parts. The State of California, as lead state on behalf of the Western States Contracting Alliance (WSCA), will issue a Request for Proposal (RFP), for the purpose of establishing multiple award contracts to be used by the State of California, California Eligible Contract Users, Participating States & their eligible entities that have signed a Participating Addendum. Additional States may join at a later time by signing a Participating Agreement. The resultant contracts will have an initial term of three (3) years with options to extend the contract(s) for a maximum contract period of five (5) years.

The solicitation may be viewed at: <https://www.bidsync.com/bidsync-app-web/vendor/links/BidDetail.xhtml?bidid=1975666&roundId=null>

Lead State: State of California - Department of General Services, Procurement Division
Request for Proposal Number: RFP DGS-1304-017
Closing Date & Time: 04/20/2015 - 8:00 PM Eastern Standard Time
Participating states (currently total 10): Alaska, Arkansas, Hawaii, Montana, Nevada, North Dakota, Rhodes Island, South Dakota, Utah, and Vermont

Contracts will be established with authorized vendors only.

The contact for this Request for Proposal is Cynthia Okoroike, Procurement Division, Department of General Services 707 Third Street, 2nd Floor, MS 2-202, West Sacramento, CA 95605 Email: cynthia.okoroike@dgs.ca.gov

If you would like to discuss South Carolina's participation in this cooperative procurement with the State of California, please email Kimber Craig at KCraig@mmo.sc.gov

Or use the Universal form

- Advertisements for Monday's publication are due by 12 noon on Friday / Advertisements for Thursday's publication are due by 12 noon on Wednesday.
- To submit and advertisement for publication, fill out this form, save to your computer and attach to an email submitted to SCBO@mmo.sc.gov. Receipt of your advertisement request will be confirmed by return email.
- Please check your ad in SCBO after it is published to ensure it has been included and that the information reflected is correct.
- Please share any comments or ideas at the following link: <http://procurement.sc.gov/PS/ccs/MMO-ccs-index.phtml>