**SPECIAL PROVISIONS**

1. **This contract is established to furnish Automotive Parts and Supplies to State Agencies throughout the State, on a non-mandatory basis.**
2. **Contract Period:** April 1, 2016 through March 31, 2021 unless prematurely terminated as providedbelow.
3. **Termination:** The contract may be terminated by either party, without cause, on the contract anniversary date, March 31 with ninety (90) days prior written notice to the Procurement Officer.
4. **Subcontractors:** The contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor. Notwithstanding the foregoing, (i) a corporate affiliate of contractor may fulfill or assist Contractor in fulfilling its obligations under this bid and (ii) Contractor may assign this contract to a corporate affiliate; provided, however, that Contractor will at all times remain liable for performance under this Contract.
5. **Payment Terms**: Unless specified otherwise, Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

1. **Administrative Fee: Vendor(s) must pay a 1/2% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost (bid price) of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the “State of Kansas - Division of Purchases” and must be paid within 30 days following the end of each quarter. The prime contractors shall pay the fee for all company and dealer sales.**

**Quarterly Reports***:* The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see Terms and Conditions). Above referenced reports are to be filed with the Division of Purchases Open Records Officer or his/her designee located at 900 SW Jackson, Room 102N, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency. The report submitted by prime contractors shall include sales of all dealers.

Electronic files shall be e-mailed to the following e-mail address: [reports@da.ks.gov](mailto:reports@da.ks.gov), in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on the Division of Purchases website at [http://da.ks.gov/purch](http://www.da.ks.gov/purch), under “Purchasing Forms”.

Report Types – Reports shall be available reflecting the following information. Agencies and the Division of Purchases reserve the right to request additional information.

**Sales Summary --** Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.

**Items Sold --** Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.

**Items Sold, by Agency –** Same as above, except sorted by agency.

1. **Shipping and F.O.B. Point:** Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to a state agency's receiving dock or other designated point as specified in this Request without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during regular working hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays.
2. **Indefinite Quantity Contract:** This is an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time.
3. **Discounts: Discounts shall not decrease for the entire contract period.** Discounts shall result in prices that are net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract.
4. **Price Lists:** Contractors must submit, **upon request**, copies of each manufacturer’s or distributors **lowest current standard printed list** from which prices are to be figured, together with descriptive literature and/or specifications of the products offered. All trade discounts must be shown as a single discount; all discounts must not decrease for the life of the contract.

Price lists must be properly identified with manufacturer and/or distributor name and the date and shall be **lowest current standard printed price lists** and be so recognized by the trade. If printed price lists are not available, access to online pricing should be available

A website may be accepted in lieu of printed lists. When a price list contains more than one price column, the single unit price will be used as the basis for applying the discount.

Notwithstanding anything to the contrary herein contained, pricing during the initial term and any renewal terms will be adjusted in accordance with the terms of the US Communities Program.

**CHAIN DISCOUNTS ARE NOT ACCEPTABLE.** For the purpose of this document, a chain discount shall be defined as a graduated percentage discount scale based upon an increased volume of purchases.

Any terms and conditions contained in the price lists are invalid unless they agree with the terms in this Contract.

1. **Certification of Specifications Compliance:** Contractor certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request.