
Budget Detail and Payment Provisions

Invoicing

Ordering agencies may require separate invoicing, as specified by each ordering agency. The invoices must use the Contractor's invoice that includes at a minimum its name, address and telephone number. The Contractor will also issue invoices identifying, at a minimum, the components listed below:

- Leveraged Procurement Number (State's Contract Number)
- Agency Order Number (Purchase Order Number)
- Agency Billing Code
- Ordering Agency Name
- Delivery address of the order
- Product(s) description
- Manufacturer's product(s) number(s)
- Price(s) per unit(s) and extended price
- Quantities of merchandise issued
- Date ordered
- Date delivered
- Listing of returns or back ordered items
- Discounts (i.e. Cash Discounts, Prompt Payment Discounts, Volume Discounts, etc.). If applicable, discounts shall be clearly indicated on each invoice as a written statement. (Sample: "Prompt Payment Discount: 1% 20 Days")
- Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency
- Any other mutually agreed upon requirements the State may later deem necessary.

Within 30 days of cost opening, the Contractor(s) must submit a preliminary copy of their invoice which shall contain all the elements that have been specified above in the invoice requirements. The authorized copy shall become the standard for this contract review and determine acceptability of the invoice

State of California CAL-Card Invoicing/P Card

For the State of California, all CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Invoicing (see above). For additional information regarding the State of California, Procurement Division's CAL-Card program, see the following website: www.pd.dgs.ca.gov/calcard.

Note: The total invoice amount for each CAL-Card order must reflect a zero balance due or credit, if applicable, and state "paid by CAL-Card".

Other participating states may have their own P Card/Cal Card Type programs. For those participating states, the individual State's rules apply.

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Payment

State departments and local government agencies may pay by check, electronic funds transfer, or with the State's CAL-Card credit card (currently VISA). Payments are to be made in accordance with paragraph 30 of the State's General Provisions.

WSCA Management Fee

The contractor is required to pay a quarterly WSCA administrative fee of 0.5% (0.005) of ALL sales under the Price agreement. The WSCA administrative fee is to be included in the discount offered in the price proposal.

State of California Management Fee

A 1% management fee will be included in the cost of all goods purchased against the State of California Auto Parts contract. This 1% (0.01) fee will then be rebated back to the State of California based on a quarterly Contract Usage Reports. This fee will be due to the State on the 15th day following the ending of the specified reporting period.

Other State Specific Administrative Fee:

If a particular State requires a state administrative fee, or the administrative fee is different than 1%, it will be negotiated and articulated in that State's participating addendum.

Invoicing and Payment

Upon execution of a contract under this MSA with an Ordering Agency, for services satisfactorily rendered, and upon receipt and approval of the invoices, the Ordering Agency will compensate the Contractor, in arrears, for expenditures incurred in accordance with the rates and payment provisions specified in the contract between the Ordering Agency and the Contractor. The rates may not exceed the discounted rates specified in the Contractor's Master Services Agreement.

The government agency using this Master Services Agreement may have different billing needs. It is the Contractor's responsibility to work with and to provide the agency a billing system that meets the agency's needs.

Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

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Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Contracts Funded by the Federal Government

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current and/or subsequent years covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

The recipient shall comply with the single Audit Act and the reporting requirements set forth in OMB Circular A-133.