

Statewide Information Sheet

Statewide Contract Number		SWC90815	
Name of Contract	Auto, Truck, Bus Parts & Maintenance Parts Management		
Effective Date	October 1, 2009		
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***See Team Georgia Marketplace for current contract owner.**

Vendor Information Sheet

Contract Information	
Statewide Contract Number	SWC90815
PeopleSoft Vendor Number	0000009775
Vendor Name & Address	
Genuine Parts Company d.b.a. NAPA Auto Parts 2999 Circle 75 Parkway, SE Atlanta, GA 30339	
Contract Administrator	
Brad Crawford Account Manager-State of Georgia 678-982-2338 Brad_Crawford@genpt.com	
Contact Details	
Ordering Information	Locate local NAPA store at www.napaonline.com to set up account.
Remitting Information (All NAPA Purchases)	Genuine Parts Company P.O. Box 409043 Atlanta, GA 30384
Delivery Days	Orders will be shipped within 2 days after receipt of Purchase Order
Discounts	2% if payment is received by the 10 th
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Vendor will accept Purchase Orders, agency billing and the Purchasing Card

Special Terms and Conditions	Discount pricing reflected on vendors State of Georgia pricelist 9071, account 331. Price list is accessible via the web once user profile has been established with the local NAPA store.

General Contract Information:

Summary of Business Terms

Pricing Decreases and Promotional Sales

The price of product purchases made at Contractor's retail locations will be either the current Statewide Contract price or the applicable retail store price at the time of purchase, whichever is lower.

Invoicing and Payment

For any purchases made outside of the procurement card process, payment to Contractor shall be made within thirty (30) days of the State's receipt of a correct and undisputed invoice.

Green Products

The State of Georgia encourages and supports the use of "Green Products" and the implementation of a "Green Program" to encourage conservation and environmentally friendly operations within the State.

Contractor must clearly identify, in its catalog, those items that are proven and tested as being "green products". All items identified as "green" must have proper certification from either Eco-Logo, Green Seal Products, or similar recognized organization, and data must be available from the Contractor to fully support such individual product designations.

Ordering Timelines

Contractor agrees that all internet, facsimile, direct entered and telephone orders received by 5:00 pm (EST) will be considered as having been received on that date for delivery purposes.

E-Services / Electronic Order Entry System (ProLink)

E-Services are an umbrella term for services utilizing the Internet. E-services include e-commerce transaction services for handling online orders, application hosting by application service providers (ASPs) and any processing capability that is obtainable on the Web. E-Services shall be consistent with the following specifications:

- The Contractor's system shall be available 24 hours a day, 7 days a week for ordering products and services.
- The Contractor's system shall be able to serve three hundred (300) users at any given time.
- The Contractor shall provide a help desk toll free number that will be used to answer net inquiries and access issues.

Team Georgia Market Place

Contractor's catalog will eventually be integrated into the Georgia Market Place Website.

Facsimile Ordering System

- Most servicing NAPA stores can accept faxed orders. User Agencies shall coordinate with their servicing local NAPA store (prior to placing a faxed order) to arrange for any orders placed by facsimile. Store locator and corresponding numbers can be obtained at www.napaonline.com ..

Telephone Ordering System

Contractor must have the capability of receiving orders by telephone the telephone number to its local servicing NAPA store, which shall be consistent with the specifications that follow.

- Contractor will provide a local number for the State of Georgia to be used by authorized purchasers for placing telephone orders.
- Contractor must accept telephoned orders between the hours of 8:00 AM - 5:00 PM (EST) Monday - Friday. Contractor must have a recorded "after hours" message, which will direct the customer as to when to call back, or instructions as to how to place the order by other means.

Order Status / Acknowledgement

Contractor must provide an agency with current order status and information via the local telephone number to its local servicing NAPA store, internet (on-line web ordering system), and/or email. Order status must include order fill status, ship status, estimated delivery, total cost, order tracking, etc.

Out-of-Stock Notification/Substitutions

Contractor shall immediately notify customers upon receipt of order(s) when an out of stock occurs and shall inform the customer regarding the date of availability for the out of stock item(s), and suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Contractor permitted to make unauthorized substitutions.
- If a higher priced item is used to fill the order, the customer must first agree to the substitute item and price before it is ordered.

[Only the item actually ordered appears on the invoice.]

Customer Service/User Accounts

Contractor shall create various User Agency accounts. The Contractor shall provide a customer service representative(s) that can assist all customers in the understanding of their computer network or information services.

As user accounts are required, Contractor shall provide a username and password; and new user accounts shall be given a default set of permissions.

- In addition to the set-up and maintenance of user account information, Contractor will be required to maintain an adequate staff of English speaking trained customer service representatives.

Walk-in Ordering

A complete list of the contractor's retail locations in the State of Georgia can be viewed at www.napaonline.com . The State will be immediately advised of the opening and closing of any of Contractor's retail locations throughout the term of the contract. Contractor must have adequate inventory of products, and provide customer service associates to support their walk-in ordering.

Minimum Order Size

Contractor agrees there is no minimum order size or value of order.

Blocking Certain Items

All NAPA inventory products and services are subject to this agreement.

Order Numbers

Contractor shall not issue duplicate confirmation of order numbers among ordering organizations.

P-Card/Credit Card/ Purchase Orders

State agencies may use the State's credit card (currently VISA) program (P-Card) to pay for orders. Contractor will ensure that all electronic, faxed and walk-in State employees are able to obtain purchases through use of the P-Card. In addition to P-Card orders, the Contractor must accept paper or electronic purchase orders.

Customer Inquiries

The Contractor's trained and fluent-in-English personnel shall respond to customer inquiries within one business day of receipt of initial contact. These inquiries can include product information, billing disputes, delivery disputes or problems, product returns, pricing information, adding or deleting account names, addresses and numbers, and training requests. Contractor must provide a customer service toll free number(s) with sufficient capacity to handle State inquiries.

The State will periodically conduct Customer Satisfaction Surveys of User Agencies, to determine the level of service being provided by the Contractor. Contractor agrees to work with the State on addressing any issues identified in these Customer Satisfaction Surveys.

Delivery

The goods shall be delivered by the Contractor to the User Agency at the destination indicated on the Purchase Order, or when a P.O. is used in conjunction with a verbal or fax order, and shall be delivered by shipments on the dates agreed upon with the User Agency, either by subsequent written or verbal order. All deliveries will be F.O.B. destination.

Delivery Time and Desk Top Delivery Requirements

Authorized purchasers shall have a maximum standard delivery time of the close of business on the next business day following receipt of the order, advertised delivery from retail locations or agreed upon delivery date for special orders. The "next business day delivery" is measured in the following manner: any order placed by telephone, by fax, or by website, that has been received by the Contractor, between the hours of 8:00 AM - 5:00 PM (EST) the previous business day.

Contractor must provide notice of exceptions to the required delivery time to the originating location, as soon as the Contractor knows that the standard delivery time will not be met. Contractor is required to provide to each authorized purchaser with the exception of locations serviced by UPS.

Delivery Location

Deliveries are to be made to the location specified on the order. Such deliveries may often be inside, and include desk-top deliveries.

Delivery Pricing Requirements

All prices offered for all items included in Contract shall include freight charges. Shipments must be F.O.B. destination; freight prepaid by the Contractor and not billed to the Customer, to the ordering organization's receiving point. 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 Contractor's warranty obligations. For manufacturer orders, freight costs shall be mutually agreed to by the parties. (e.g. for a large piece of equipment that requires special shipping and handling.)

Re-Stocking Policy

- A. Contractor will not impose a re-stocking fee on Customer, if an item is returned due to damage, incorrect product shipped, or Contractor's customer service order entry error.
- B. Contractor will not impose a restocking fee on Customer for inventory that is returned or exchanged for any reason. Customers must make the return or exchange request within thirty (30) days of delivery.

Other Shipping Requirements

All shipped orders shall include an invoice with the ordering organization's name, section or unit name, location (street address, building, floor, and room number), User Agency name contact information of ordering person as provided by the User Agency, order number and number of cartons. Packages containing multiple products shall be clearly labeled as such.

An invoice must be included with each order. If the invoice is inside a box, that box must be identified. In addition to individual invoices, a monthly statement is provided to all non P-card account User Agencies.

Contractor's Credit

Contractor shall provide credit and/or replacement for freight-damaged, and defective items, as well as for items ordered in error or shipped in error. Contractor will be responsible for the credit and/or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the ordering organization to deal solely with the manufacturer. In all cases, the ordering organization shall have the option of taking an exchange or receiving a credit.

On Time Delivery

Contractor shall maintain an overall monthly average of 95% for on-time delivery. The on-time delivery rate shall be calculated by dividing the number of on-time deliveries by the total number of deliveries for orders reported as filled by the order entry system. The shipments shall be received within the times specified in this document at least 95% of the time. Contractor agrees to make reasonable commercial efforts to meet required delivery times, but conditions out of Contractor's reasonable control may delay deliveries that are required from off-site locations. Contractor's employees shall make such deliveries in a manner consistent with safe and responsible driving practices.

Pallets

If pallets are to be used for a delivery, the Contractor must remove pallets from the Customer's location upon the completion of delivery. Exceptions may be made by the Customer.

Institutional Deliveries

Deliveries may be made to locations inside correctional or other institutional grounds that require prior clearances for all delivery drivers.

Invoicing and Payment

Invoices shall contain the Contract number and the purchase order number, and the Contractor's FEIN (Federal Employer Identification Number) number. [FEIN number is available upon request –OR- Contractor shall provide its FEIN on the coversheet of the Statewide Contract.] The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At DOAS-SPD's option, Contractor may be required to invoice electronically pursuant to DOAS-SPD's guidelines.

Payment shall be made within thirty (30) days of the authorized purchaser's receipt of an undisputed invoice. Time limits do not begin until the Contractor submits a properly completed invoice. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Ordering Organization is responsible for all payments under the Contract. An Ordering Organization's failure to pay, or delay in payment, shall not constitute a breach of the DOAS/ State Contract and shall not relieve the Contractor of its obligations to DOAS-SPD or to other State entities.

Ordering Agency Requirements

Ordering agencies may require separate invoicing, as specified by each ordering organization. The invoices must use the Contractor's letterhead that includes, at a minimum, the name, address and telephone number of the Contractor. The following information shall appear on each invoice:

- State's Contract Number
- Must be provided by User Agency at time of order.
- Must be provided by User Agency at time of order, if required.
- Ordering Customer Information - Name, email, and phone number of ordering Customer
- Ordering Organization - delivery address of the order
- Agency Order Number - order number will be provided by the agency when order is created
- Quantity issued, unit price, and extended price
- Order Number - Contractor's order document number, method of order submission, and date Contractor received order
- Totals - total for each order, total for each cost center (if multiples are used on the same order and the agency/institutions requires it), and total charges for ordering organization. The bottom of each invoice shall have a total for all orders, a total for all credits, and amount due

Any additional requirement(s) the State may deem necessary

Billing System

Contractor's billing system shall be flexible enough to meet the needs of varying accounting systems used by different ordering organizations. This may include but is not limited to varied billing frequencies and electronic billing.

P-Cards

P-Card purchases will not require an invoice. The order packing list and order confirmation will be used as a paper record of the transaction and must be included with the shipped items. Contractor will use commercially reasonable efforts to provide any additional information, required by the State, on each P-Card purchase.

Brand Names

If the specific brand name item Customer ordered is not available, Contractor will contact Customer and request permission to provide a substitute item, which is the same form, fit and function, at the contract price.

Product Recall Procedures

Contractor shall provide to DOAS-SPD's Contracting Officer, within 5 business days of contract award, its written procedures in the unlikely event of a product recall.

- Contractor shall have a reliable and tested sales notification system that can quickly identify each customer that has received recalled products.
- Contractor shall immediately notify the State of Georgia – DOAS Contract Administrator.

- Contractor shall at the earliest stages of a potential recall immediately send out notifications by FAX, E-mail, and/or phone calls.

Recalled products will be collected, tested, destroyed or returned to the manufacturer at no expense to the State of Georgia. If the State has paid for the product, the State will be issued a credit and refunded the amount previously charged for that item.

State Recycling Programs

Contractor understands that the State may ask the cooperation of the Contractor to improve the State's recycling efforts and/or programs for waste reduction. Contractor will provide its best efforts to assist the State.

Discontinued Items

No items shall be discontinued by Contractor, without advance notice to and agreement from DOAS, unless the item is discontinued by the manufacturer without notice to the Contractor. Contractor will be responsible for notifying DOAS-SPD of any manufacturer discontinued item, in writing, within 15 days of receipt of such notification from the manufacturer.

In addition, Contractor will work with DOAS-SPD immediately to identify a suitable substitute for a discontinued item, which has the same or equivalent form, fit and function as the discontinued item, and will be made available to the Customer's personnel, at the same price as the discontinued item.

A Discontinued Item shall be defined as an item that is discontinued by the Manufacturer of that item, and no longer available from any source within the United States.

Ease of Returns

The Contractor has an obligation to make the returns process as efficient, speedy and pleasant as possible for the Customer, including prompt issuance of credit or replacement, depending on the situation.

Maintenance Parts Management

Maintenance Parts Management or Integrated Business Solutions (IBS) Service Agreements will be executed as a supplemental agreement with the user agency and such agreements will be incorporated into the SWC.

Changes/Renewals/Extensions

Extension #1

Effective Date of Extension Notice:
Initial Effective Date of Contract:
Expiration Date:

June 14, 2012
October 1, 2009
June 30, 2013

Item Schedule

Once an account has been established parts listing and pricing can be accessed through www.napaprolink.com .

Ordering Instructions

All government facilities that want to purchase NAPA parts using the State of Georgia contract must establish an account with a NAPA store prior to purchase. Your local NAPA store can be located at www.napaonline.com. The establishment of an account will identify the customer as eligible to receive the State contract prices. Customers will also be given an account number and a user name and password for on-line ordering.

Order Type

Online Ordering: ProLink (NAPA's on-line ordering tool), requires a user account number and customer is identified with 1 ship to location and 1 bill to location.

Telephone: Contact your local NAPA store via telephone to place an order

Fax: Contact your local NAPA store via fax to order parts

Walk-in: Walk into your local NAPA parts store to order parts.

P-Card Users: Will identify themselves as a state, city, county or other government entity.

Account Number – Account numbers are assigned by the servicing NAPA store. An account number must be generated in order to begin ordering parts through the State of Georgia contract

Terms

Net 30. 2% discount if paid by the 10th of the month.

Order Process

- Contact local NAPA Store www.napaonline.com
- Create account (May take up to 48 hours to activate) Parts can be purchased immediately.
- Determine method of payment
 - P-card or 30 day credit account
 - Can have multiple accounts numbers
- Supply tax exempt status form from your agency to your local store
- Determine primary order method
 - ProLink
 - Phone
 - Fax
 - Walk-in