

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RIDER CONTRACT

TO: Genuine Parts Company
dba NAPA Auto Parts
2999 Wildwood Parkway
Atlanta, Georgia 30339

DATE ISSUED:

November 5, 2019

CURRENT REFERENCE NO:

20-119-R

CONTRACT TITLE:

NAPA Auto Parts

THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

LEAD AGENCY NAME: Commonwealth of Virginia

LEAD AGENCY CONTRACT NUMBER: E194-74999

EFFECTIVE DATE: September 15, 2019

EXPIRES: September 14, 2020

RENEWALS: 2

COMMODITY CODE(S): 96719

LIVING WAGE: N

ATTACHMENTS:

ATTACHMENT A – COMMONWEALTH OF VIRGINIA CONTRACT NUMBER E194-74999

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Dennis Tolivar

VENDOR TEL. NO.:

(678) 934-5451

EMAIL ADDRESS: dennis.tolivar@genpt.com

COUNTY CONTACT:

Carmen Rivera, DES, Equipment Bureau

COUNTY TEL. NO.:

(703) 228-6465

COUNTY CONTACT EMAIL: crivera@arlingtonva.us

**CONTRACT E194-74999
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
GENUINE PARTS COMPANY dba NAPA AUTO PARTS**

*Users: When ordering or buying parts at NAPA stores, inform NAPA sales staff of Virginia contract number above AND reference NAPA National Accounts "**PRICING PROFILE # 9074**"*

1. SCOPE OF CONTRACT

This is a Contract between the Division of Purchases and Supply, Department of General Services, acting as an agent of the Commonwealth of Virginia ("Commonwealth" or "Department of General Services" or "DGS" or "Division of Purchases and Supply" or "DPS") and Genuine Parts Company (the "Contractor" or "NAPA"), a Georgia corporation having its principal place of business at 2999 Wildwood Parkway, Atlanta, Georgia, 30339 for the provision of AFTERMARKET O.E.M. certified auto parts, pursuant to the Commonwealth's Request For Proposal #E194-74999, dated December 15, 2015 (the "RFP") and the Contractor's proposal, dated January 29, 2016 in response thereto.

2. INTERPRETATION OF CONTRACT

As used in this Contract, "product" and "deliverables" shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all executed orders and Attachments referencing the Contract (3) the RFP #E194-74999; and (4) the Contractor's proposal submitted in response to the RFP. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. AUTHORIZED USERS

This contract is the result of a competitive solicitation and its use is Optional for agencies and for other public bodies and entities authorized to use the contract by the Code of Virginia § 2.2-1120(D), to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase

of any commodity listed herein.

4. TERM

The Contract shall be effective from September 15, 2016 through September 14, 2017. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

5. RENEWAL OF CONTRACT

The Contract may be renewed for up to four (4) additional one (1) year successive periods under the terms and conditions of the original contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period, of the Commonwealth's intent to renew the Contract.

6. PRICE ESCALATION-DE-ESCALATION

The parties agree that Contractor's discount off list percentage will remain firm, but prices on individual products will increase and decrease throughout the term of the Contract.

7. ADDITION/DELETION OF SERVICES

The Commonwealth recognizes that products and product line additions to the Contractor's standard commercial catalog offerings during the life of the contract are likely to occur. The Commonwealth considers these additions as enhancements. Additions will be considered as follows:

a. Any and all new products will be categorized with similar products or product lines into existing market categories previously defined and agreed to by the Commonwealth and with respect to discount structure, net price or grand total of the product. The Commonwealth shall be notified of new item(s) and / or product line(s). Contract amendment or modification will not be required for addition of new product(s) to the contractor's offerings that are consistent with pre-established categories and discount structure.

b. In the event the Contractor adds a new specialty product line which represents product(s) that are consistent with the type and class of products covered under the contract, but differ sufficiently from products or brands represented in the existing product categories, so that a separate pricing structure is appropriate, the Commonwealth and the Contractor may enter into negotiations to modify the contract to establish a discount structure, net price, or grand total for the product(s). Pricing must be competitive in order to add products to this contract. The Contractor shall provide appropriate documentation to support its position for separate pricing. Negotiations must be completed prior to order placement. Contract amendment or modification will be required in order to add negotiated items that are sufficiently different from pre-established categories and discount structure.

8. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

9. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

10. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- B. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

11. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

13. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the original solicitation or any resulting contract. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

14. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

15. PAYMENT

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number.
- b. Any payment terms requiring payment in less than 30 days for state agencies or less than 45 days for localities will be regarded as requiring payment 30/45 days (as applicable) after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30/45 days (as applicable), however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which ordering entity is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or for state agencies the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the ordering entity shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an ordering entity of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- 1. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the ordering entity for the proportionate share of the payment received for work performed by the subcontractor(s) under contract; or
 - (2) To notify the ordering entity and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the ordering entity, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the ordering entity.
 - 2. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to DPS, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by DPS, or other appropriate penalties may be assessed in lieu of withholding such payment.
 - 3. DPS encourages contractors and subcontractors to accept electronic and credit card payments.

16. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

17. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

18. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

19. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

- B. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
 - 1. By mutual agreement between the parties in writing; or
 - 2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency

shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

20. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

21. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

22. INSURANCE

The contractor certifies that it has the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2- 4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of

employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

23. TRANSPORTATION AND PACKAGING

Contractor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

24. DRUG-FREE WORKPLACE

During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

25. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based

organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

26. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

27. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

28. FINANCIAL WARRANTY

Genuine Parts Company (“Contractor”) will not respond to a request for proposal for a Full Scope of Services Aftermarket Parts Contract (as defined below) issued by a public body in Virginia with prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) that are more favorable than the financial deal provided to the Commonwealth/DGS under this contract for the same goods/services supplied hereunder; provided, however, that Contractor cannot guarantee that an independently owned NAPA store will not offer or make a better financial deal available to a public body in Virginia.

“Full Scope of Services Aftermarket Parts Contracts” shall mean those contracts where a public body can purchase aftermarket products from participating NAPA Auto Parts stores in the State of Virginia and encompass all NAPA Auto Parts product lines, including, but not limited, to: Tools and Equipment, Accessories, Lubrication, Heavy Duty Parts, Medium Duty Parts, Light Duty Parts, Recreational/Marine, Off Highway/Industrial, Farm, Agricultural, Lawn and Garden, Paint and Shop Supplies. Full Scope of Services Aftermarket Parts Contracts shall specifically exclude integrated business solutions services or vendor

managed inventory contracts as well as any contracts entered into with the Virginia Department of Transportation.

29. AUDIT

The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

30. USE OF CONTRACT BY THIRD PARTIES

In accordance with the Code of Virginia § 2.2-4304, entitled "Cooperative Procurement," the intent of this Contract is to allow for such cooperative procurement to the maximum extent possible. Accordingly, any public body, or public health, public educational or public institution, or public laboratory or institution may access and use this Contract, if agreeable to Contractor and in accordance with the ordering provisions governing this Contract, together with all other Contract terms and conditions herein.

Participation in this cooperative procurement by any public body is voluntary. If agreed to by Contractor, this Contract may be used by the entities stated above to procure goods and/or services in accordance with "Attachment "A," entitled Goods and Pricing Schedule", attached hereto and incorporated herein.

Contractor shall notify the Commonwealth of Virginia, Division of Purchases and Supply (DPS) in writing by providing DPS a Contract Sales and Usage report for any entity placing an order(s) to use this Contract in accordance with Contract Reporting provisions, herein.

This is a master contract and no modification of the Contract is required for an Authorized User to participate. However, any Authorized User outside the Commonwealth of Virginia, but within the United States, or any territory or legal entity thereof, and Contractor shall complete a "Participating Addendum," to be provided by DPS, prior to the use of the Contract before the Contractor shall accept any order from such an Authorized User outside of the Commonwealth, with a copy of the completed Participating Addendum provided to the Contract Officer, DPS Procurement.

Authorized Users will place their own orders directly with the Contractor and will fully and independently administer their use of this Contract to include contractual disputes, and invoicing and payments, without direct administration from DPS. Neither the Commonwealth nor DPS shall be held liable for any costs or damages by any other participating Authorized User as a result of any authorization by the Contractor to use the Contract.

Contractor hereby certifies and warrants that neither the Commonwealth nor DPS are responsible for any acts or omissions of any Authorized User, and shall not be considered in default of this Contract, no matter the circumstances.

The use of the Contract does not preclude any participating Authorized User from using other agreements or competitive processes as their needs may require.

31. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Matt Fritzingler, Contract Officer
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-0078
Fax: 804-786-2712
Email: Matt.Fritzingler@dgs.virginia.gov

GENUINE PARTS COMPANY

Dennis Tolivar, VP Major Accounts
2999 Wildwood Parkway
Atlanta, GA 30339
Tel.: 678-934-5451 Fax: 770-859-2920
Email: dennis_tolivar@genpt.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

32. DELIVERY AND STORAGE

Contractor hereby certifies that it will meet any firm delivery or performance date provided herein, or any Order issued referencing the Contract. Contractor shall be responsible to make all arrangements for delivery, unloading, receiving and storing materials in any facility during installation of any equipment provided as a part of their services under this Contract. The Authorized User will not assume any responsibility for receiving these shipments. Contractor shall check with Authorized User and make necessary arrangements for security and storage space in a facility during installation.

33. PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price. The Contract Officer shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

34. EXTRA CHARGES NOT ALLOWED

Pricing for all Equipment covered under warranty/maintenance that is being returned as a furnish and install as a result of a return from the manufacturer or depot service, repair or replacement shall include complete delivery and installation and ready for the Commonwealth's or Authorized User's use and include all applicable freight and installation charges; extra charges shall not be allowed.

35. FINAL INSPECTION

At the conclusion of work, for any equipment being returned as a furnish and install upon return of equipment under warranty/maintenance from manufacturer or depot service, repair or replacement, Contractor shall demonstrate to the Authorized User's representative that the equipment or work is fully operational and in compliance with OEM or contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final acceptance of the equipment or the work by an Authorized User.

36. PRODUCT AVAILABILITY / SUBSTITUTION

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer or the Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

37. MAINTENANCE MANUALS

As necessary in the performance of equipment under this Contract, or as otherwise appropriate, Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

38. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By their signature on this Contract, Contractor certifies and warrants that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

39. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

40. SUBCONTRACTS

No portion of the work shall be subcontracted without prior written consent of the Contract Officer. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Contract Officer the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

41. CONTRACTOR ACCESS TO AUTHORIZED USER LOCATIONS

The Commonwealth or any Authorized User using the Contract shall grant to Contractor personnel such access to their location as may be necessary or appropriate for Contractor to perform its obligations under this Contract, subject to all security issues. For any individual Authorized User location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the Authorized User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Contract, and subject to any remedies the Commonwealth or any Authorized User is entitled to thereby.

42. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Contract, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement

43. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 0.75%, capped at \$1,500 per order.

- b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

44. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other contract containing contractual terms and conditions; excluding the Participating Addendum as required for as stipulated under the section herein entitled "Use Of Contract By Third Parties." Notwithstanding the aforementioned, any documents signed by persons other than the Director, DPS Procurement or their authorized designee shall have no validity or effect upon the Contract

45. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information the Agency deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

46. ORDERS

Authorized Users may order Goods and/or Services from this Contract by any of the following methods:

- a. eVA: An eVA order will be issued by an ordering entity of the Commonwealth or any Authorized User through the Commonwealth's electronic procurement website portal <http://www.eva.virginia.gov>.
- b. Purchase Order (PO): An official PO form issued by an Authorized User.
- c. Charge Card:
 - (i) Any order/payment transaction processed through the Commonwealth's contract with Bank of America (BOA), or any then-current contracted card provider. Each Charge Card Order must not exceed \$5,000, or any then-current authorized charge card limit.
 - (ii) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, that is under contract for the use by the ordering Authorized User.

This ordering authority is solely limited to issuing orders for Goods and/or Services available under this Contract.

47. E-VERIFY PROGRAM

Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

48. CANCELLATION OF CONTRACT

The Contract Officer reserves the right to cancel and terminate any resulting Contract, in part or in whole or individual order, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial Contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

49. CONTINUITY OF SERVICE

The Contractor recognizes that goods/services under this Contract are vital to the agency and must be continued without interruption and that, upon Contract expiration, a successor, either the agency or another Contractor, may continue them. The Contractor agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. To make all agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- c. That the Agency Contract Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

50. WARRANTY

Contractor shall take all such steps as are necessary in order to assign or otherwise extend to the Commonwealth the full benefit of any representations, warranties and other protections that Contractor has received or to which Contractor is otherwise a beneficiary with respect to any product sold hereunder (including any representation, warranty or other protection provided by the manufacturer of any product), in each case to the maximum extent permitted by contract or law.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

GENUINE PARTS COMPANY

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY**

BY: _____

BY: _____

NAME: _____
Printed

NAME: _____
Printed

TITLE: _____

TITLE: Statewide Strategic Sourcing Officer

DATE: _____

DATE: _____

**ATTACHMENT A
TO
CONTRACT E194-74999
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND GENUINE PARTS COMPANY dba NAPA AUTO PARTS**

GOODS AND PRICING SCHEDULE

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-74999 between the Commonwealth of Virginia and NAPA. In the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

I. LISTING OF GOODS AND SERVICES

All requirements stated in the Commonwealth's RFP #E194-74999, Section III, entitled "Statement of Needs"; and the Solution, including all goods and services, and integral products to the Solution, as applicable and as delineated in Contractor's proposal, submitted in response thereto, for the provision of Aftermarket O.E.M. certified auto parts as delineated therein, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

- a. General: The Contractor shall furnish Aftermarket O.E.M. certified auto parts that conform to the ORIGINAL EQUIPMENT MANUFACTURER specifications that include all automotive part catalogs within each category or any unidentified category that can be provided.

The below referenced categories are example only and do not intend to limit the broad category of Automotive Parts that might be available from the contractor.

Repair Parts Categories	Example Products
A/C	Condenser, Control Head, Accumulator, Air Inlet, Belt, Drive, Blend Door Housing, Compressor, Drier, Evaporative Rec/Dry, Hose-High Pressure, Motor, Blower, Oil Compressor, Pressure Switch, Temperature Blend Motor, Tri Cooler Assembly, Tube-A/C Orifice
Air Filter	Air filter
Alternator	Alternator
Automotive Lighting	Bezel, Bracket, Lamp, Bulb Wiring Harness, Dome Light, Headlight, Stop/Tail/Turn Signal Lamp, Generic Lights, Head Lamp Assembly, Head light, Headlamp Harness, Back Up, Lamp, Daytime Running Lamp, Side Marker Lamp, Light Control Module, Lighting Processor, Plug, Fog Lamp , Lamp - Socket, Tail light, Third Brake Light
Batteries	12V – to fit Police Pursuit Vehicles (PPV and non-PPV)
Brake Pads	Front Brake Pads, Rear Brake Pads
Brake Rotors and Drums	Rear Brake Drum, Front Brake Rotor, Rear Brake Rotor
Brakes	Brake Shoes, Front Brake Caliper, Brake-Lines, Self-Adjusters

Chassis/Body	Antenna, Seat Belt, Cabin Air Filter, Door Hinge, Door Latch, Door Lock, Door Lock Actuator, Latch-Hood, Master Switch, Power Window Switch, Radio, Regulator-Window-Door Glass
Drivetrain/Axles	Axle - Rear, Axle-Half Shaft, Bolt, Drive Shaft, Case-Transfer, Cooler Return Filter, Differential-Rear, Drive Shaft, Drive Shaft Couplers, Front Drive Shaft, Nuts, Ring Lock, Seal, Solenoid, Shift, Spindle & Axle Nut, Strut, Front, Torque Box, Torque Cover, Valve Body (Rebuilt)
Engine	Belt-Serpentine Drive, Head Bolts, Crankshaft, Engine Mounts, Engine Mount Stud, Gasket-Cylinder Head, Gasket-Valve Body, Harness, Piston & Rod, Pulley, Idler, Skid Plate, Solenoid Valve, Tensioner, Timing Belt, Underbody Engine Cover
Engine Cooling & Heating	Air Distributor, Blade-Fan, Blower, Blower Motor Heater, Closeout Panel (Radiator Support), Core-Heater, Fan Assembly' Radiator, Fan Motor Relay, Fan Motor Wire, Fan Switch, Filter, Coolant, Gauge-Temperature, Harness, Cooling Fan, Hose-Bottom Radiator, Hose-Heater, Hose-Oil Cooler, Hose-Top Radiator, Motor, Engine Coolant Fan, Motor-Heater Blower, O-Ring, Pump-Water, Radiator, Radiator Fan Motor, Resistor / Radiator Fan Relay, Shroud, Engine Fan, Thermostat, Water Pump
Exhaust/Emissions	Bolt-Exhaust, Catalytic Converter, EVAP Purge Valve, Exhaust-Hanger, Exhaust-Manifold, Exhaust-PCV Valve, Rear Pipe, Front Exhaust (To Converter) Pipe, Tail Pipe, Valve-EGR
Fluids/Cleaners/Lubricants	Anti-Freeze, Fluid-Brake, Fluid-Power Steering, Fluid-Transmission, Freon, Lubricant-Oil, Starting Fluid, Tire Lubricant
Fuel Filter	Fuel Filter
Fuel/Intake System	Additive-Fuel Treatment, Air Pump, Air Pump Seal, Air Valve, Fuel Pump, Fuel Tank, Gas Cap, Injector-Fuel, Manifold Stud, Manifold-Intake, Pump-Fuel, Throttle Body
Hydraulic Filters	Hydraulic Filters
Ignition	Coil-Ignition, Solenoid , Spark Plugs, Starter, Switch-Battery Disconnect, Wireless Control Module , Cluster-Instrument, Front Control Module, Fuse, Grommet, Horn, Electronic Trailer Unit, Lamp Switch, RCM, Switch-Multifunction, Switch-Turn Signal, Wire Harness, Wiring Kit
Miscellaneous	Backup Horn, Cluster, Instrument, Front Control Module, Fuse, Grommet, Horn, Install Electronic Trailer Unit, Lamp Switch, RCM, Switch, Multifunction, Switch, Turn Signal, Wire Harness, Wiring Kit
Oil Lubrication System	Cap-Oil, Cooler, Oil Filter, Oil-Gasket, Lines-Oil Cooler, Pan-Oil, Plug-Oil Pan Drain, Sending Unit, Oil Pressure Switch
Sensors/Computers/Electronics	ABS Module, ABS Sensor, Airbag Sensor, Electronic Control Module, Engine Control Module, Fuel Pump Module, Fuel Sensor, Impact Sensor, Module, Body Control (BCM), Module-Front Control (FCM), Module, Power Train Control (PCM), Module-Transmission Control (TCM), Oxygen Sensor, Sensor-Fuel Tank Pressure, Sensor-Mass Air Flow, Sensor-Oxygen, Sensor-Throttle Position, Sensor-Tire Pressure, Sensor-Wheel Speed, Solenoid, Canister Purge, Steering Module, Tire Pressure Sensor
Steering	Power Steering-Hose, Knuckle, Power Steering Pump, Pulley-Rack & Pinion, Reservoir-Power Steering Fluid, Return Line, Steering Column, Steering Rack, Tie Rod End , Inner-Tie Rod End
Suspension	Absorbers-Front Shock, Axle Shaft, Bar-Front Sway, Bolt-Control Arm, Compression Link Assembly, Control Arm, Cross Member , End Links, Stabilizer, Lower Control Arm, Lug Nut, Rear Axle, Right Knuckle-Shaft, Shaft-Front Stabilizer, Shock Absorbers-Rear, Toe Link, Upper Control Arm

Tire & Wheel Hardware	Bearing-Rear Wheel, Bolt-Spare Tire, Bolt-Toe Link, Hub Cap, Wheel Cover, Front Hub, Jack-Spare Tire, Lug Nut, Patch Plug, Rear Wheel Hub, Stem, Valve-Stud, Wheel, Tire pressure Module, Valve Cap, Weights- Wheel, Wheel Rim
Transmission	Clutch, Filter
Wipers/Washer	Arm-Windshield Wiper Blades, Windshield Wiper Motor, Windshield Wiper-Nozzle, Pump-Windshield Washer, Reservoir, Spray Nozzle-Washer, Washer Pump, Wiper Washer Hose

II. CONTRACT PERIOD

The contract shall be effective from September 15, 2016 through September 14, 2017.

There are four (4) potential one-year renewal options available for this contract.

III. PRICING SCHEDULE

The following pricing schedule reflects a selection of commonly purchased categories to be provided to the Commonwealth under this Contract. This schedule represents the Contractor's discount off list catalog pricing. This list is not all-inclusive. Any items categorized by the following discount structure shall also be considered part of the Contract.

Repair Parts Categories	Discount off LIST
A/C	51%
Air Filter	55%
Alternator	47%
Automotive Lighting	51%
Batteries - 12V – to fit Police Pursuit Vehicles (PPV and non-PPV)	35%
Brake Pads	50%
Brake Rotors and Drums	51%
Brakes	50%
Chassis/Body	46%
Drivetrain/Axles	49%
Engine	50%
Engine Cooling & Heating	50%
Exhaust/Emissions	49%
Fluids/Cleaners/Lubricants	45%
Fuel Filter	54%

Fuel/Intake System	46%
Hydraulic Filters	46%
Ignition	49%
Miscellaneous	51%
Oil Lubrication System	51%
Sensors/Computers/Electronics	51%
Steering	51%
Suspension	50%
Tire & Wheel Hardware *Not to Include TIRES*	49%
Transmission	48%
Wipers/Washer	49%

Additional parts categories

OPTIONAL PARTS CATEGORY SECTION	
OPTIONAL EQUIPMENT ITEM:	Discount off LIST
Accessories	40%
Ag Supplies	46%
Appearance	50%
Cargo Containment	53%
Dewalt Tools	48%
Emergency	52%
HD	51%
Hose	49%
Interior	49%
Marine	49%
Motorcycle	45%
Paint	47%
Performance	49%
Promotional Items	26%
Safety	49%
Shop Equip.	43%
Supplies	45%
Tools	42%
Welding Acc.	42%

IV. HOW TO ESTABLISH AN ACCOUNT WITH NAPA

- a. Visit [www. NAPAOnline.com](http://www.NAPAOnline.com) to locate your nearest participating NAPA Auto Parts Store

- i. Simply type in your Zip Code in the Find a Store lookup area
- b. Contact your local NAPA Auto Parts Store to set up a business account at the store
 - i. Reference State Contract Number E194-74999
- c. Contract provides over 400,000 parts, accessories, shop supplies tools and equipment
 - i. Includes Light Duty, Heavy Duty, Auto, Truck and Bus Parts
- d. Payments will be made directly to the servicing NAPA Auto Parts store either by P-Card or Invoice through E-VA, Virginia's eProcurement Portal

OFFERED INNOVATIVE SERVICES

NAPA Auto Parts has its own training company called NAPA Autotech. We employ ASE Master Techs and presented over 1200 classes to nearly 25,000 technicians last year. These were mostly Automotive Drivability and Undercar Repair classes that ran from 4 hour evening to 32 hour daytime. Along with these classes Autotech also has presented many custom two to five day hands-on classes in the foundational topics i.e.: Brakes, Electrical Systems and Air Conditioning. NAPA is proud to have a team of trainers that can customize classes that offer solutions to productivity issues that come from having new equipment, new vehicles or new technicians. This partnership is a unique offering that NAPA Auto Parts can bring to the State under this contract.

V. DELIVERY

The Contractor (NAPA) will deliver to an ordering site within 30-45 minutes for in stock items at the servicing NAPA store. If the store is within 3-5 miles of the ordering site. This is an estimate, local traffic conditions and weather may impact that delivery time.

For out of stock items, NAPA will determine if the requested part is in the NAPA system or if a local purchase would be preferred by the ordering site to be expedited by the NAPA Store. The store will then confirm with ordering agency the estimated date and time of delivery.

For regular stocking orders the NAPA store generally can provide in stock parts within two – four hours. Orders for stock can be delivered on a weekly basis via the effacing NAPA store from the servicing NAPA Distribution Center.

Direct NAPA DC stock orders can be facilitated to an ordering site depending on individual circumstances including but not limited to size of order, distance from the DC, route of the NAPA DC truck etc.

Direct NAPA vendor to ordering site is also available depending on the specific circumstances of the order and vendor

VI. LOGISTICS

All orders shall be F.O.B. Destination. Prices include all standard freight costs. Additional

shipping charges for rush, over-size, special orders or shipments made outside of the Commonwealth may be the responsibility of the ordering agency. Shipping costs that are specified as other than standard shipping when an order is placed shall be quoted to the ordering agency prior to shipment.

Contractor must adhere to any and all security requirements at any facilities that are served.

A packing label must be on each box to include at a minimum name, agency, address, and purchase order number. A packing list must be included with each shipment to include, at a minimum, the line item description, quantity ordered, quantity included, backordered items purchase order number and agency contact.

No minimum order limits apply.

Products judged by the Commonwealth to be unacceptable may be rejected. All costs associated with rejection are the responsibility of the Contractor. Over-shipments will be accepted at the Commonwealth's discretion. The Contractor will be responsible for the disposition of all defective, damaged or rejected over-shipped products. Return authorization shall be provided by the Contractor within 14 calendar days of verbal notification.

VII. REPORTING REQUIREMENTS

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

A. Contractor's Quarterly Report of Sales

On a quarterly basis, the Contractor shall provide the Contract Officer with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 30th day of the month following the reported quarter end. If the 30th of the month falls on a weekend or holiday, the report shall be due the next business day. All quarterly reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Officer at Matt.Fritzinger@dgs.virginia.gov. An electronic copy shall also be delivered to the following email address: vappreport@dgs.virginia.gov.

Failure to submit information in the required format and time may result in cancellation of the awarded contract.

B. Sur-Charge Adjustment (SCA)

The Contractor shall pay the Department of General Services (DGS) a Surcharge Adjustment Fee (SCA) under this Contract. The Contractor must remit the fee within 30 days after the end of each quarterly reporting date. The SCA fee equals two percent (2%) of the total monthly sales reported. The SCA fee amount due must be paid by check with identification of "Contract number," "report amounts," and "report period," on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check; however in the absence of an express written agreement from DGS that validates the agreement, the payment shall be made by check as described herein.

- Checks are to be payable to: **Treasurer of Commonwealth of Virginia**
- Note in the Memo portion of the check that it is **for SCA fees & the Quarter for which it is being paid, the contract number & mail to:**

DGS/Div. of Purchases & Supply
Attn: SCA Coordinator
P.O. Box 1199
Richmond, VA 23218

Failure to submit timely payments as described above may result in cancellation of the awarded contract.

VIII. INVOICING AND PAYMENT

a. Invoices

As applicable, all invoices shall be rendered promptly to any Authorized User after all goods and/or services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Goods and/or Services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number
9. Core Charges/Credits if applicable

Core Changes

Unless a core bank or account is established, then each part that has a core charge will be charged on the invoice where the part that has a core is purchased. The core charge will show up as a separate line item on that part purchased invoice. When the

core is returned, then a core credit invoice will be issued as a separate invoice or as a separate line item on a new purchase invoice. If a core is received at the time of purchase, then the invoice would show the parts purchase, the charge for the core, and the credit for the core all on the same invoice.

Please contact your servicing NAPA store regarding core bank agreements

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the order.

b. Methods of Payment

- i. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.
- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
- iii. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between any Authorized User and the Contractor.

c. Credit (Equipment)

Contractor will accept and provide full credit for equipment based on the manufacturer's decision regarding such return and credit. Contractor will act as an advocate in all instances.

IX. DGS POINTS OF CONTACT

Contract Administration/Compliance

Matt.Fritzinger
Statewide Contract Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-0078
Fax: 804-786-5413
Email: Matt.Fritzinger@dgs.virginia.gov

Contract Information

Matt.Fritzinger
Statewide Contract Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-0078
Fax: 804-786-5413
Email: Matt.Fritzinger@dgs.virginia.gov

X. CONTRACTOR POINTS OF CONTACT

Primary Contact

Don Lachance
Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Tel: 770-818-4609
Fax: 770-859-2920
Email: Don_Lachance@genpt.com

2nd Point of Contact

Josh Peters
Genuine Parts Company
2999 Wildwood Parkway
Atlanta, GA 30339
Tel: 770-861-7752
Fax: 770-859-2920
Email: josh_peters@genpt.com

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