

NAPA Commercial Systems Group Genuine Parts Company
2999 Wildwood Parkway, Atlanta, GA 30339

Sales Order prepared for New Haven Public Works
08-28-2024

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Sales Order for NAPA TRACS

Order #54300 08-28-2024

New Haven Public Works
34 Middletown Avenue
New Haven,
Connecticut
06513

mdecola@newhavenct.gov

(203) 500-5062

16-104-40993 NAPA Store: NAPA AUTO PARTS CON104
Store Phone: 203-787-5809

Thank you for your purchase of NAPA TRACS. Attached are the details pertaining to this transaction.

Please review the order form and note the following information and sign where indicated:

- Set Up & Training Policy
- Hardware Requirements
- NAPA TRACS and Mitchell1 Software License Agreement

Signed _____ Date _____

You should commit to using this program on every occasion so that the patterns of repetition help you to become more and more comfortable with the program.

INSTALLING TRACS

- _____ Install Software
- _____ Facebook Forum
- _____ TRACS Learning Management System
- _____ NAPATRACS.Com Training Schedule

SYSTEM SETTINGS

- _____ Updating inventory pricing using NAPA Access
- _____ Register servicing NAPA store & related Aconnex Vendors
- _____ How to create a stock order, post to inventory
- _____ Set up Employees & Security Settings
- _____ Set up Categories from set up screen
- _____ Setting up Service Codes from Items Screen
- _____ Accounts Receivable
- _____ Approvals
- _____ Catalogs
- _____ Email
- _____ Enterprise
- _____ Shop Info – DB Backup

SYSTEM OVERVIEW

- _____ Explain Main Menu & Icons on tool bar
- _____ Show Daily Backup Procedure
- _____ Explain Automatic software updates at login
- _____ “Live” Training link in Help Menu
- _____ Time Clock Functions
- _____ VIN Capture App
- _____ 360 Payments

WORK ORDER FUNCTIONS

- _____ Creating and Finding Work Orders

ACCOUNTS RECEIVABLE CONT...

- _____ How to select Payment Method
- _____ How to do Journal Entry
- _____ How to Un-Invoice a Work Order
- _____ How to cost and add tech after invoicing

ADVANCED FUNCTIONS

- _____ How to Merge customers and vehicles
- _____ How to do scheduled services
- _____ Recommended Service Dashboard

___ Work Order

___ Using Quick Quote & Recommended Services

___ ProDemand

___ Exporting recommended service file

___ Supplies & Haz Mat

___ Taxes

___ Ad Source & Customer Group

___ Credit Card

___ Labor Rate

___ Pricing Profiles

___ Pricing Matrices

___ Vendors

INVENTORY FUNCTIONS

___ How to add inventory using the import feature

___ Using Change All feature

___ How to find parts using Special Characters

___ Using the Adjustment for adding initial inventory quantities

REPORTS

___ Daily Reports

___ Sales Reports

___ Do a Vehicle History report

___ Do a Technician Productivity Report

___ Do a Service Writer Productivity Report

___ Do Date Driven Reports

___ Work Order Reports

___ Favorite Reports

___ Lists Reports

___ Purchasing Reports

ACCOUNTS RECEIVABLE

___ Do an Accounts Receivable Report

___ How to post a Customer Payment

___ How to Print Statements

Hardware Specifications

NAPA CSG TRACS ENTERPRISE HARDWARE REQUIREMENTS				
TRACS Enterprise Clients		TRACS Enterprise Server		
Minimum Processor	Intel i5 dual core 3Ghz clock speed	Minimum Processor	Multi-Shop	Single Shop
			Minimum memory (RAM)	8 GB
		Minimum memory (RAM) *** These are minimums. For larger operations (multishop) more memory is advised based upon number of transactions being managed. ***	32 GB	16 GB
ENTERPRISE OPERATION TYPE	Single Shop		Multi-shop	
Backup media	1GB Jump Drive		Offsite OR Mirrored	
Supported Operating Systems	Windows 10 or 11		Windows 10, 11, or Server 2016	
Internet Connectivity	High speed		Business class guaranteed bandwidth upstream and downstream	
Minimum Graphics Capabilities	DirectX 9 graphics device with WDDM driver, 60 MB video memory, 1024 X 768 resolution			

Back up Offsite/Scheduled

Scheduled – Required
Offsite – Recommended

UPS

While not required, highly recommended

Operating Systems Supported

Windows 10 and Higher
Windows Server 2016 and Higher

Network Protocol

TCP/IP

Internet Connectivity

Broadband
Business Class with guaranteed Up/Down

Router 10/100/1000 Recommended

Gigabit Router
Gigabit Router MUST Support a VPN

Network Card

10/100/1000 Mb/sec

Anti-Virus Software

REQUIRED

NOTES:

Additional 2GB of Memory required for each major application that is used simultaneously with TRACS Enterprise (i.e. QuickBooks, DVI, M1 ProDemand, ...)

3rd Party Vendors may require higher hardware specifications to run Enterprise.

Servers with greater than 15 workstations will need to meet higher specifications.

TRACS Workstation and the TRACS Data Service currently use the Microsoft .NET Framework version 4.8

Customer understands the Hardware and Software Requirements. **INITIALS:**

NOTE: If your data is converted from a competitive system, It is up to the customer to make sure that your pricing, taxes, etc are correct. **INITIALS:**

_____, SIGNATURE DATE NAME AND TITLE (PRINT OR TYPE)



In consideration of the rental of a NAPA TRACS® system, this Agreement is established between the undersigned (“Licensee”) and Genuine Parts Company (“GPC”) to cover the grant of license, use, system maintenance, and support of a NAPA TRACS® system.

1. Grant of License

GPC grants an individual, limited, non-exclusive, non-transferable, non-assignable and revocable license to Licensee to use and make use of NAPA TRACS® system software and Mitchell Repair software (if applicable) in Licensee’s business location. In consideration of the grant of a License by GPC, Licensee agrees to take appropriate action by instruction, agreement, or otherwise with its employees or other persons permitted to access NAPA TRACS® system software to ensure that the confidentiality of the NAPA TRACS® system software and Mitchell Repair software shall be secured and protected. The NAPA TRACS® system hardware may include software owned by third parties, which comes with the hardware. The license rights to such software are governed by the terms set by the respective owners of such software.

2. Definitions

- A. “NAPA TRACS® system” shall mean any NAPA TRACS® system software and any computer hardware, including TRACS LINK, TRACS NET, TRACS Enterprise, or any other functionality added by GPC in its sole discretion, supplied to Licensee pursuant to this Agreement.
- B. “NAPA TRACS system software” shall mean all NAPA TRACS® application programs, and related materials which include source discs, tapes, and listings in machine readable or printed form, and any updates furnished by NAPA TRACS® to Licensee, but does not include the Mitchell Repair software or any other software not owned by GPC.
- C. “Mitchell Repair software” shall mean the proprietary information provided by Mitchell Repair Information Company (“Mitchell”) for use in the NAPA TRACS® system in the development of the electronic repair programs that produce mechanical cost estimates, and mechanical service and repair procedures, together with all improvements, enhancements, modifications, changes thereto or derivative works thereof.
- D. “Use” means copying any portion of the NAPA TRACS® system software and the Mitchell Repair software from any storage unit or media onto equipment or using any NAPA TRACS® system software and Mitchell Repair software in support of the use of any equipment or program.

3. Terms and Termination

The License granted to the Licensee shall begin as follows:

- A. NAPA TRACS® hardware purchasers - Upon signing this Agreement and placing the order for a NAPA TRACS® system.
- B. Optional Mitchell licensee - Upon signing this Agreement, placing the order for Mitchell Repair software and paying the user fee.
- C. Others - Upon signing this Agreement and payment of a user fee (and/or other appropriate software cost) to GPC. Thereafter, the license shall continue so long as the Licensee observes the NAPA TRACS® system software and Mitchell Repair software use restrictions set forth below.
- D. This Agreement is effective for an initial term of 24 months (during which time it is non-cancelable by Licensee). The Agreement shall automatically renew for one year terms unless terminated by either party by providing 30 days prior written notice. Payments will not change during the initial term of this Agreement. NAPA will collect monthly payments via different methods, which may include monthly direct debit bank drafts or automated credit card charges. NAPA reserves the right to periodically modify pricing after the initial 24-month term. This Agreement is subject to cancellation immediately by GPC, in the event that Licensee violates the obligations set forth herein and such violations are not corrected within fifteen (15) days following written notice.
 - a. If any monthly payment by Licensee is late, Licensee will be deemed to be in default.
 - b. If Licensee is in default, NAPA may deny access to the data or certain functionality under this Agreement. In the event of Licensee default, Licensee is responsible for all collection costs, including attorney fees.
 - c. In order for Licensee to regain access to the software or certain functionality once in default, Licensee will be required to pay both the current monthly fees and the following monthly fee in advance.
 - d. Upon expiration of the initial term, Licensee must continue the monthly payments in order to continue to receive access to the data or to receive technical or content support. The expiration date of the initial 24-month term does not change regardless of any interrupted service during the initial 24-month term caused by Licensee’s failure to make monthly payments.**
 - e. This Agreement may be assigned by Licensee to a purchaser of its business upon written consent of GPC, which consent will not be unreasonably withheld by GPC, plus payment of a reasonable transfer fee.

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7. **Indemnification**
Licensee agrees that during the term of this License it will defend, indemnify and hold GPC harmless from and against any and all claims of any person(s) arising out of or related to Licensee's use or misuse of the NAPA TRACS® system, Licensee's use or misuse of data or information related to the NAPA TRACS or Mitchell systems, and any breach by Licensee of this Agreement. Further, Licensee agrees to hold GPC harmless from and against any claims arising out of or related to the products of GPC's third party service providers.
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11. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, without regard to conflict of law principles.

AUTHORIZATION

By the accepting the Agreement, Licensee warrants that this Agreement accurately sets forth all terms and conditions and is acceptable as a legally binding contract. If Licensee shall default, GPC may file for specific performance or to recover the products purchased and Licensee shall be liable for GPC's costs and reasonable attorney's fees associated therewith and the deposit shall be non-refundable at the discretion of the GPC. Accepting constitutes approval of this Software License Agreement.

LICENSEE SIGNATURE

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SIGNATURE

DATE

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