



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

June 14, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Hahn Automotive Warehouse, Inc. d/b/a Carparts Distribution Center, (VC#177254), Rochester, NY in the amount up to and not to exceed \$695,779.30 for vehicle replacement parts and supplies with an option to extend for up to an additional two years effective upon Governor and Executive Council approval through May 30, 2026.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This contract, upon approval, for vehicle replacement parts and supplies, will provide statewide access to an assortment of replacement parts and supplies needed by agencies with fleet vehicles. The absence of this contract would result in both administrative and operational burdens related to the purchase of vehicle replacement parts and supplies.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2737-23 on February 16, 2023 with responses due on March 1, 2023. This bid reached 306 vendors through the NIGP electronic sourcing platform with an additional 3 directly sourced. There were seven compliant responses received with Hahn Automotive Warehouse, Inc. d/b/a Carparts Distribution Center being one of the lowest cost and compliant submissions.

The purpose of this request is to obtain approval to enter into a multi award contract with four providers for vehicle replacement parts and supplies supporting all State agencies needs to maintain their respective fleet vehicles. Upon approval of the Governor and Executive Council the following companies shall be awarded a statewide contract; Hahn Automotive Warehouse, Inc. d/b/a Carparts Distribution Center, O'Reilly Auto Enterprises, LLC, Route 11 Auto Parts, Inc. and Kelly Makenzie Napa.

Following BoPP market research and a survey of vendors on price fluctuations in the last twelve months, it was determined that pricing has increased overall by approximately 10%. This 10% price increase was taken into consideration for determining the price limitation for this requested contract with Hahn Automotive Warehouse, Inc. d/b/a Carparts Distribution Center.

Contract Financials	
Previous Contract Term Spend	\$ 632,526.64
10 % Overall Price Increase	
Cost Increase	\$ 63,252.66
Recommended Price Limitation	\$ 695,779.30

Based on the foregoing, I am respectfully recommending approval of the contract with Hahn Automotive Warehouse, Inc. d/b/a Carparts Distribution Center.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	Vehicle Replacement Parts and Supplies	Agency	Statewide
RFB#	2737-23	Requisition#	N/A
Agent Name	Denise Rice	Bid Closing	3/1/2023 @ 11:00 AM

UOM	Product Description	Hahn Automotive Warehouse Inc. dba Carparts Distribution Center	Kelly Mackenzie NAPA	Sanel NAPA	Genuine Parts	Route 11 Auto	O'Reilly Auto	Advanced
		Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
EA	Air Conditioning	\$ 776.24	\$828.22	\$1,576.12	\$1,576.12	\$ 1,381.23	\$1,396.40	\$ 2,274.77
EA	Alternators/Starters	\$ 571.35	\$902.84	\$1,626.99	\$1,626.99	\$ 689.83	\$1,069.84	\$ 1,360.00
EA	Bearings	\$ 598.68	\$719.51	\$851.41	\$851.41	\$ 577.76	\$354.68	\$ 524.84
EA	Belts/Hoses	\$ 38.25	\$49.34	\$56.82	\$56.82	\$ 43.72	\$57.62	\$ 41.18
EA	Brakes- Rotors/Drums	\$ 284.86	\$301.77	\$334.35	\$334.35	\$ 275.76	\$359.46	\$ 313.91
EA	Brake Shoes and Pads	\$ 151.66	\$230.90	\$140.00	\$140.00	\$ 132.76	\$153.83	\$ 191.71
EA	Caps and T-Stats	\$ 24.12	\$28.45	\$18.96	\$18.96	\$ 24.30	\$39.65	\$ 31.37
EA	Engine and Drivetrain	\$ 505.40	\$530.20	\$606.52	\$606.52	\$ 456.15	\$446.19	\$ 757.78
EA	Fuel and Emissions	\$ 334.08	\$266.13	\$480.05	\$480.05	\$ 384.03	\$518.00	\$ 607.73
EA	Gaskets and Seals	\$ 101.29	\$122.41	\$134.34	\$134.34	\$ 274.78	\$577.55	\$ 102.32
EA	Heating/Cooling	\$ 423.81	\$569.64	\$542.17	\$542.17	\$ 462.91	\$708.71	\$ 839.91
EA	Ignition/Electrical	\$ 53.22	\$80.80	\$62.59	\$62.59	\$ 104.85	\$80.00	\$ 68.78
EA	Spark Plugs	\$ 10.44	\$19.14	\$15.00	\$15.00	\$ 12.45	\$15.18	\$ 17.62
EA	Shocks/Struts	\$ 213.83	\$283.29	\$323.38	\$323.38	\$ 209.21	\$285.12	\$ 360.37



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

EA	Suspension	\$	36.32	\$104.48	\$81.34	\$81.34	\$ 77.06	\$73.60	\$ 79.66
EA	Drive Line	\$	40.19	\$68.73	\$73.29	\$73.29	\$ 57.26	\$116.21	\$ 85.13
EA	Water Pumps	\$	157.65	\$203.47	\$230.59	\$230.59	\$ 191.34	\$177.22	\$ 257.53

Indicates Award

Recommendation Summary	
Statewide Contract or Amendment	Multi award. See individual contractor

Special Notes:

Unit cost pricing by category was determined by combining the unit price of the two most common state vehicles which are the Dodge Charger and the Ford F-250. Multi award. See individual contractor bid tabs.

The price limitation is based on the average annual spend for the five counties being awarded to Hanh Automotive Warehouse Inc. taking into account new prices based on response to RFB 2737-23. This contract offers unit pricing of the parts that the State most frequently purchases. In addition, a 50% discount is applied to all balance of product line items. Based on responses from vendors the vehicle car parts market has experienced a 10% increase over the last twelve months. This increase was factored into the total term spend providing the new price limitation. Catalog price list can be found at the following website: [https://www.carpartsnh.com/in\\_stock\\_auto\\_parts.html](https://www.carpartsnh.com/in_stock_auto_parts.html)

Bid Description	Vehicle Replacement Parts and Supplies	Agency	Statewide
RFB#	2737-23	Requisition#	N/A
Agent Name	Denise Rice	Bid Closing	3/1/2023 @ 11:00 AM

UOM	Product Description	Hahn Automotive Warehouse Inc. dba Carparts Distribution Center	
		Unit Cost	
EA	Air Conditioning	\$	776.24
EA	Alternators/Starters	\$	571.35
EA	Bearings	\$	598.68
EA	Belts/Hoses	\$	38.25
EA	Brakes-Rotors/Drums	\$	284.86
EA	Brake Shoes and Pads	\$	151.66
EA	Caps and T-Stats	\$	24.12
EA	Engine and Drivetrain	\$	505.40
EA	Fuel and Emissions	\$	334.08
EA	Gaskets and Seals	\$	101.29
EA	Heating/Cooling	\$	423.81
EA	Ignition/Electrical	\$	53.22
EA	Spark Plugs	\$	10.44
EA	Shocks/Struts	\$	213.83
EA	Suspension	\$	36.32
EA	Drive Line	\$	40.19
EA	Water Pumps	\$	157.65

Estimated annual spend	\$231,926.43	Expiring contract annual	\$210,842.21
Estimated term spend	\$695,779.30	Expiring contract term	\$632,526.64
Add allowance for balance of product line	Incorporated in term spend	Cost increase	\$63,252.66
Recommended price limitation	\$695,779.30		
New vs. Expiring Increase	10%		

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	2023 to 2026		
Price Limitation	\$695,779.30		
Number of Solicitations Received	7		
Number of Sourced bidders	3		
Number of NIGP Vendors Sourced	306		
Number of non-responsive bidders,	301		
P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Method of Payment (P-card/ACH)	P-Card/ACH		
FOB Delivered	Yes		
Expiring Contract Price Limitation	N/A		
Total Cost Increase (\$%)	\$ 63,252.66	9%	Increase

Special Notes:	<p>The price limitation is based on the average annual spend for the five counties being awarded to Hanh Automotive Warehouse Inc. taking into account new prices based on response to RFB 2737-23. This contract offers unit pricing of the parts that the State most frequently purchases. In addition, a 50% discount is applied to all balance of product line items. Based on responses from vendors the vehicle car parts market has experienced a 10% increase over the last twelve months. This increase was factored into the total term spend providing the new price limitation. Catalog price list can be found at the following website: <a href="https://www.carpartsnh.com/in_stock_auto_parts.html">https://www.carpartsnh.com/in_stock_auto_parts.html</a></p>
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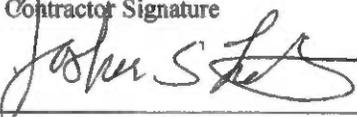
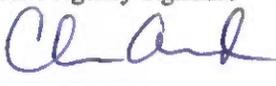
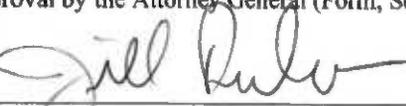
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address  25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name  Hahn Automotive Warehouse, Inc. d/b/a Carparts Distribution Center		1.4 Contractor Address  415 West Main St Rochester, NY 14608	
1.5 Contractor Phone Number  603-224-3353	1.6 Account Unit and Class  Various	1.7 Completion Date  May 30, 2026	1.8 Price Limitation  \$695,779.30
1.9 Contracting Officer for State Agency  Denise Rice		1.10 State Agency Telephone Number  603-271-3350	
1.11 Contractor Signature   Date: 5/9/23		1.12 Name and Title of Contractor Signatory  Joshua Futerman, Vice President	
1.13 State Agency Signature   Date: 5/30/23		1.14 Name and Title of State Agency Signatory  Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 6/12/23			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion; the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF WORK**

**1. EFFECTIVE DATE**

The term of the contract shall commence on May 31, 2023 or upon approval of the Governor and Executive Council, whichever is later, through May 30, 2026, a period of approximately three (3) years.

The Contract may be extended for up to two (2) additional years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2737-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2737-23," and (6) EXHIBIT E "Contractor's Bid Response."

**3. SCOPE OF WORK**

Contractor shall supply and deliver parts as requested to directed locations.

See Exhibit C for pricing.

Unless otherwise specified herein, all deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State.

**4. ABILITY TO PROVIDE**

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

**5. WARRANTY REQUIREMENTS**

The Contractor shall provide warranties on all equipment/items provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

**6. OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Contractor shall provide parts to the satisfaction of the State and in accordance with the specifications and at the price set forth herein.

**7. ORDERING PROCEDURE**

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

**8. USAGE REPORTING**

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Denise Rice and sent electronic to denise.a.rice@DAS.NH.Gov.

At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

**9. ACCOUNT COMMUNICATION & ESCALATION**

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

**10. RETURNED GOODS**

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

**11. DELIVERY**

Contractor is responsible for Good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

The use of a private carrier to make delivery **does not** relieve the Contractor from the responsibility of meeting the delivery requirement.

The Contractor shall be required to accomplish delivery of any item ordered as per the following:

Agencies may pick up at the Contractors location during Contractors normal business hours.

**Contractors' standard stock items – At the store location**

Orders placed for in-stock inventory before 10:00 AM, shall be delivered the same day. If the ordered parts are not in stock as advertised, the ordering agency must be notified within 2 hours of order being placed.

After 10:00 AM, shall be delivered the next business day morning

**Contractors' standard stock items – Distribution Center – 1-2 business days**

**Contractors' standard stock items – Factory – 5 business days**

**Delivery time – Special Orders**

Special order items will have delivery and lead times expressed to contract users at time of order or inquiry. It is the Contractor's responsibility to maintain communication with the "special order product" manufacturer to ensure the special order item meets the stated delivery time. If the Contractor is notified by the manufacturer of an extended lead time over the original time quoted, the Contractor will contact the ordering contract user and advise of extended delays. At this point, the contract user may approve the additional lead time or cancel the special order without penalty or fees. All quoted or stated delivery items will be from the receipt fax or e-mail orders.

**OUT OF STOCK/BACKORDERS:**

If a standard inventory item is out of stock, the Contractor is required to make every effort to supply the ordered item within the original delivery time frame. This effort would include checking other distribution branches or the factory for the requested product to expedite availability and delivery. Every effort will be made to have the item delivered or made available for pickup within 1 day from original order date.

The contract user may purchase items required from another source (for items offered under contract) if the Contractor is stocked out at that branch or location at time of order or visit.

All contract users are allowed to cancel any standard inventory item on back order status without penalties or fees by giving notice to the Contractor.

It is the responsibility of the Contractor to contact the ordering contract user as soon as possible when the back ordered or "special order product" has been received and is available for pick up or delivery.

**12. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all products strictly pursuant to, and in conformity with this contract which resulted from RFB 2737-23.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Vendor Registration with up to date contact information.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at [https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahqags45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahqags45jpya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**13. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$695,779.30; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

While the discount percentages submitted by Contractor will remain firm, prices on individual products will increase and decrease throughout the term of the awarded Contract. Contractor will pass on both cost increases and cost decreases on individual products to the State of New Hampshire as they come into effect. Proof of price increases and decreases must be provided with updated Published Price List confirming such price changes.

Discount percentages identified in this Agreement shall remain firm for the entire term of the Contract and prices shall be in US dollars and include delivery and all other costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified in purchase orders, contractor shall delivery all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

Updated Published Price List MUST be e-mailed to [denise.a.rice@DAS.NH.Gov](mailto:denise.a.rice@DAS.NH.Gov).

**2. PRICING STRUCTURE:**

Budget Charge r					Ford F-250				
CARPARTS					CARPARTS				
	% Discount	List Price	Contract Price	Private or MFG		% Discount	List Price	Contract Price	Private or MFG
<b>AIR CONDITIONING</b>					<b>AIR CONDITIONING</b>				
Four Seasons Compressor Reman	65%	\$ 1,076.68	\$ 376.84	P	Four Seasons Compress Re	65%	\$ 571.01	\$ 199.85	
Four Seasons Filter Dryer	65%	\$ 34.97	\$ 12.34	P	Four Seasons Filter Dryer	65%	\$ 46.13	\$ 16.14	
Reach Condenser	40%	\$ 150.19	\$ 90.12	P	Reach Condenser	40%	\$ 135.09	\$ 81.05	
<b>ALTERNATORS / STARTERS</b>					<b>ALTERNATORS / STARTERS</b>				
BBB Alternator 8922 Reman	61%	\$ 491.81	\$ 191.80	P	BBB Alternator 11637	61%	\$ 449.13	\$ 175.16	
BBB Starter	59%	\$ 230.72	\$ 94.59	P	Rayloc Starter	59%	\$ 267.80	\$ 109.90	
<b>BEARINGS</b>					<b>BEARINGS</b>				
NTN Front Wheel	68%	\$ 524.70	\$ 167.90	P	NTN Front Wheel	68%	\$ 1,019.69	\$ 326.30	
NTN Rear Wheel	68%	\$ 136.51	\$ 104.48	P					
<b>BELTS / HOSES</b>					<b>BELTS / HOSES</b>				
Cates Serpentine Belt	67%	\$ 53.78	\$ 17.74	P	Cates Serpentine Belt	67%	\$ 62.16	\$ 20.51	
<b>BRAKES-ROTORS/DRUMS</b>					<b>BRAKES-ROTORS/DRUMS</b>				
Durago Rotors	70%	\$ 176.77	\$ 53.03	P	BBB Caliper Reman	63%	\$ 267.65	\$ 99.03	
Partmaster Caliper	76%	\$ 180.26	\$ 43.26	P	Durago Rotors	70%	\$ 298.49	\$ 89.54	
<b>BRAKESHOES AND PADS</b>					<b>BRAKESHOES AND PADS</b>				
WAG Front Pads	73%	\$ 169.10	\$ 45.65	P	Wagner Front Pads	73%	\$ 147.10	\$ 39.71	
WAG Rear Pads	73%	\$ 114.33	\$ 31.95		Wayner Rear Pads	73%	\$ 127.21	\$ 34.35	
<b>CAPS AND T-STATS</b>					<b>CAPS AND T-STATS</b>				
MOTORAD T-stat	19%	\$ 77.32	\$ 19.33	P	MOTORAD T-stat	75%	\$ 19.18	\$ 4.79	
<b>ENGINE AND DRIVE TRAIN</b>					<b>ENGINE AND DRIVE TRAIN</b>				
Cloyes Timing Belt Kk 9-0511S	71%	\$ 1,189.21	\$ 344.70	P	Cloyes Timing Belt Kk	71%	\$ 554.10	\$ 160.70	
<b>FUEL AND EMISSIONS</b>					<b>FUEL AND EMISSIONS</b>				
Delphi Fuel Pump	55%	\$ 221.46	\$ 99.66	P	Delphi Fuel Pump	55%	\$ 520.94	\$ 234.42	
<b>GASKETS AND SEALS</b>					<b>GASKETS AND SEALS</b>				
Fel-Pro Head Gasket R&L	67%	\$ 117.60	\$ 38.81		Fel-Pro Head Gasket	67%	\$ 139.36	\$ 62.48	
<b>HEATING / COOLING</b>					<b>HEATING / COOLING</b>				
Reach Radiator	40%	\$ 157.04	\$ 94.22		Reach Radiator	40%	\$ 440.80	\$ 264.48	
Four Season Heater Core	65%	\$ 98.40	\$ 34.44		Four Season Heater Core	65%	\$ 87.64	\$ 30.67	
<b>IGNITION / ELECTRICAL</b>					<b>IGNITION / ELECTRICAL</b>				
Std Cam Position Sensor	63%	\$ 62.16	\$ 23.00	P	Std Cam Position Sensor	63%	\$ 81.67	\$ 30.22	
<b>SPARK PLUGS /</b>					<b>SPARK PLUGS</b>				
Champion	66%	\$ 15.33	\$ 5.21	P	Autolite XP5363	70%	\$ 17.42	\$ 5.23	
<b>SHOCKS / STRUTS</b>					<b>SHOCKS / STRUTS</b>				
Monroe Struts	65%	\$ 111.96	\$ 116.19	P	Monroe - Front Struts	65%	\$ 93.10	\$ 32.59	
Monroe Shocks	65%	\$ 91.37	\$ 31.98	P	Monroe - Rear Struts	65%	\$ 94.50	\$ 33.07	
<b>SUSPENSION</b>					<b>SUSPENSION</b>				
Moog Front sway bar	65%	\$ 51.25	\$ 13.89	P	Moog Front sway bar	69%	\$ 66.25	\$ 20.43	
<b>DRIVE LINE</b>					<b>DRIVE LINE</b>				
Trakmotive CV Axle	70%	\$ 133.98	\$ 40.19	P					
<b>WATER PUMPS</b>					<b>WATER PUMPS</b>				
Cates - new	65%	\$ 219.84	\$ 76.94	P	Cates - Water Pump new	65%	\$ 230.58	\$ 80.70	
<b>AUTO &amp; TRUCK ACCESS. &amp; SUPPLIES NOT LISTED</b>					<b>AUTO &amp; TRUCK ACCESS. &amp; SUPPLIES NOT LISTED</b>				
NATIONAL PRIVATE LABEL	50%				NATIONAL PRIVATE LABEL	50%			
<b>AUTO &amp; TRUCK ACCESS. &amp; SUPPLIES NOT LISTED</b>					<b>AUTO &amp; TRUCK ACCESS. &amp; SUPPLIES NOT LISTED</b>				
NATIONAL PRIVATE LABEL	50%				NATIONAL PRIVATE LABEL	50%			

**CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to Vehicle Replacement Parts & Supplies

Contractor Initials JS  
Date 5/9/23

from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

**3. MINIMUM ORDERS**

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

**4. INVOICE**

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later.

Contractor shall be paid by Procurement Card when invoice is received.

The invoice shall be sent to the address of the ordering agency.

**5. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT D**

RFB 2737-23 is incorporated herein.

Contractor Initials JP  
Date 5/9/23

**EXHIBIT E**

Contractor's Bid Response is incorporated herein.

Contractor Initials SP  
Date 5/9/23

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HAHN AUTOMOTIVE WAREHOUSE, INC. is a New York Profit Corporation registered to transact business in New Hampshire on December 23, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 888846

Certificate Number: 0006225773



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, **Joshua A. Penner**, hereby certify that I am duly elected Clerk/Secretary/Officer of **Hahn Automotive Warehouse, Inc., d/b/a Carparts Distribution Center**. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 9, 2023, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That each of Joshua Futerman, Vice President and Stan Lewis, General Manager is duly authorized to enter into contracts or agreements on behalf of Hahn Automotive Warehouse, Inc., d/b/a Carparts Distribution Center with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

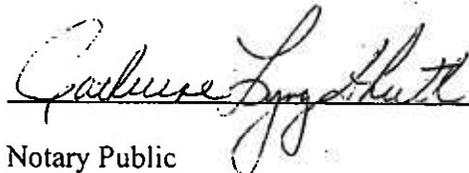
DATED: 5/9/23

ATTEST:  Secretary  
(Name & Title)

STATE OF NEW YORK     )  
MONROE COUNTY        ) ss:

On this 9<sup>th</sup> day of May, 2023, before me, the undersigned, a Notary Public in and for said state, personally appeared Joshua A. Penner, known to me to be the individual described in and who executed the foregoing Promissory Note, and acknowledged to me that he signed his name thereto.

CATHERINE LYNG SHUTT  
Notary Public State of New York  
No. 01SH5031879  
Qualified in Monroe County  
Commission Expires August 15, 2026

  
\_\_\_\_\_  
Notary Public



HAHNAUT-01

AZAWIDZKI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Associated 1701 Golf Road #3-700 Rolling Meadows, IL 60008	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (847) 427-8400	FAX (A/C, No): (847) 427-3430
	<b>E-MAIL ADDRESS:</b> assocagencies@associated.cc	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Co - Agency Billed	19682
	<b>INSURER B:</b> Homesite Insurance Company	17221
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**INSURED**

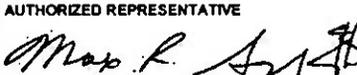
Hahn Automotive Warehouse Inc  
 415 West Main Street  
 Rochester, NY 14608

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250K Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83CSES39502	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GENERAL AGGREGA \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			83CSES39501	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS-141153293-01	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WNS39500	9/30/2022	9/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
10 days cancellation provision apply

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Administrative Services, Bureau of Purchase and Property, 25 Capital Street Room 102 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

REC'D DAS BOPP  
23 FEB 28 AM 9:28:24

Date: 02/27/2022

Company Name: Carparts Distribution Ctr. D/B/A Carparts Of Concord

Address: 250 North State St., Concord NH 03301

To: Point of Contact: **Denise A. Rice**  
Telephone: (603)-271-3350  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **Vehicle Replacement Parts and Supplies**  
Bid Number: **2737-23**  
Bid Posted Date (on or by): **02/16/23**  
Bid Closing Date and Time: **03/01/2023 @ 11:00 AM (EST)**  
Dear **Denise Rice**:

[Insert name of signor] Brian C George, on behalf of Carparts Distribution Ctr. D/B/A Carparts Of Concord  
[insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2737-23** for vehicle replacement parts and supplies at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

Contractor Initials BS  
Date 02/27/23

- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature *Brian C George* Authorized Signor's Title  
STORE MANAGER

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

COUNTY: Merrimack STATE: NH ZIP: 03301

On the 27 day of February, 2023, personally appeared before me, the above named Brian C George, in his/her capacity as authorized representative of Car Parts of Concord / Auto Parts, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

*Heather A Pascoe*  
 (Notary Public/Justice of the Peace)

My commission expires: January 23, 2024 (Date)  
 Form P37-A



**REQUEST FOR BID FOR VEHICLE REPLACEMENT PARTS AND SUPPLIES FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for supply and delivery of vehicle replacement parts and supplies to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov). All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Denise Rice at the following address:  
[denise.a.rice@DAS.NH.Gov](mailto:denise.a.rice@DAS.NH.Gov)

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and

periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:  
<https://apps.das.nh.gov/bidscontracts/bids.aspx>

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

02/16/2023	Bid Solicitation distributed on or by
02/21/2023	Last day for questions, clarifications, and/or requested changes to bid
02/23/2023	Responses to bid questions
03/01/2023	11:00 AM (EST) Bid Closing

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

**CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.**

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**

The term of the contract shall commence on April 1, 2023 or upon approval of the Governor and Executive Council, whichever is later, through March 31, 2026, a period of approximately three (3) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Council.

**CONTRACT AWARD:**

The award shall be made based on the highest discount resulting in the lowest price per each manufacturer for each county you are responding to from the list of the items indicated on both "Offer" sections 1 and 2 of this bid invitation. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

The State's objective is to establish multi-Vendor contracts to support the entire State of New Hampshire.

Successful Vendor(s) shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

The State of New Hampshire reserves the right to award contracts to multiple Vendors.

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers **any** portion of a submission confidential, they shall provide **a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is **not** acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a

separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal; the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order; release the information on the date specified in the notice described above without any liability to a Bidder.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

**STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms

(no fee: <https://DAS.NH.Gov/Purchasing>)

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

**BID PRICES:**

Bid prices and discounts shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(c) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Updated Published Price List MUST be e-mailed to [PurchasingAgent@DAS.NH.Gov](mailto:PurchasingAgent@DAS.NH.Gov).

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to The Bureau of Procurement & Support Services, Denise Rice and sent electronic to [denise.a.rice@DAS.NH.Gov](mailto:denise.a.rice@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**PAYMENT:**

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>** Eligible participants shall negotiate their own payment methods with the successful Vendor.

**INVOICING:**

Invoices shall be submitted to the corresponding State agency after acceptance of delivery.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, store locations and distribution centers, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SPECIFICATION COMPLIANCE:**

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.



**SPECIFICATIONS:**

Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

**SCOPE OF WORK:**

Vendor shall supply and deliver parts as requested by contract user directed locations.

See Attachment B – “Offer Sheet” Section 1 – 2017 Dodge Charger  
“Offer Sheet” Section 2 – 2016 Ford F-250

Unless otherwise specified herein, all deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State.

**WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on items provided by the Vendor for a period of not less than one (1) year or the manufacturer’s standard warranty period, whichever is greater, commencing on the date that the item is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall provide parts to the satisfaction of the State and in accordance with the specifications and at the price set forth herein.

**DELIVERY TIME:**

The successful Vendor shall be required to accomplish delivery of any item ordered as per the following:

Agencies may pick up at the Vendors location during Vendors normal business hours.

**Vendors standard stock items – At the store location**

Orders placed for in-stock inventory before 10:00 AM, shall be delivered the same day. If the ordered parts are not in stock as advertised, the ordering agency must be notified within 2 hours of order being placed.  
After 10:00 AM, shall be delivered the next business day morning

**Vendors standard stock items – Distribution Center – 1-2 business days**

**Vendors standard stock items – Factory – 5 business days**

**Delivery time – Special Orders**

Special order items will have delivery and lead times expressed to contract users at time of order or inquiry. It is the Vendor’s responsibility to maintain communication with the “special order product” manufacturer to ensure the special order item meets the stated delivery time. If the Vendor is notified by the manufacturer of an extended lead time over the original time quoted, the Vendor will contact the ordering contract user and advise of extended delays. At this point, the contract user may approve the additional lead time or cancel the special order without penalty or fees. All quoted or stated delivery items will be from the receipt fax or e-mail orders.

**OUT OF STOCK/BACKORDERS:**

If a standard inventory item is out of stock, the Vendor is required to make every effort to supply the ordered item within the original delivery time frame. This effort would include checking other distribution branches or the factory for the requested product to expedite availability and delivery. Every effort will be made to have the item delivered or made available for pickup within 1 day from original order date.

The contract user may purchase items required from another source (for items offered under contract) if the contract Vendor is stocked out at that branch or location at time of order or visit.

All contract users are allowed to cancel any standard inventory item on back order status without penalties or fees by giving notice to the contract Vendor.

It is the responsibility of the Vendor to contact the ordering contract user as soon as possible when the back ordered or "special order product" has been received and is available for pick up or delivery.

**RETURNED GOODS:**

The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

**OFFER:**

Vendor hereby offers to provide the parts to the State of New Hampshire as specified below and in complete accordance with the general and detailed specifications included herewith.

See Attachment B – "Offer Sheet" Section 1 - 2017 Dodge Charger  
"Offer Sheet" Section 2 – 2016 Ford F-250

Catalog price books and/or detailed price sheets or links to pricing must be included with offer sheet.

Additional lines have intentionally been included in each section to allow for additional manufacturers you would like to quote.

Vendor shall bid based on the counties in which you intend to participate. On page 15 of the offer sheet please list all store and distribution locations along with contact person, email and phone number.

**VENDOR'S BALANCE OF PRODUCT LINE ITEMS**

The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

BRIAN C. GEORGE                      603-224-3353                      1800-370-9393  
Contact Person                      Local Telephone Number                      Toll Free Telephone Number

BRIAN C. GEORGE  
BGEORGE@CARPARTS.NH.COM  
E-mail Address                      Company Website CARPARTS.NH.COM

CARPARTS DISTRIBUTION CTR DBA CARPARTS OF CONCORD  
250 NORTH STATE ST. CONCORD NH 03301  
Vendor Company Name                      Vendor Address

**DELIVERY LOCATIONS:**

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

If required, please see NH District Map for clarifications.

<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:  
Attachment A: Sample P-37 Form  
Attachment B: Offer Sheet – Sections 1 and 2

**Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.**

**The Bid Opening is open to the public online at the following:**

## Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 244 163 280 082

Passcode: rBDauW

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

+1 603-931-4944,367292845# United States, Concord

Phone Conference ID: 367 292 845#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

**ATTACHMENT A**  
**SAMPLE FORM TO BE COMPLETED UPON AWARD**

**FORM NUMBER P-37 (version 12/11/2019)**

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all

expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of

any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

#### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's

discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

#### 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



**ATTACHMENT B – OFFER SHEET  
SECTION 1 – 2017 DODGE CHARGER**

**PLEASE INDICATE THE COUNTIES IN WHICH YOU INTEND TO PARTICIPATE IN  
ON A SEPARATE SHEET - LIST ALL STORE AND DISTRIBUTION LOCATIONS  
ALONG WITH CONTACT PERSON AND PHONE NUMBER**

COOS _____	BELKNAP <u>  X  </u> _____
GRAFTON _____	STRAFFORD <u>  X  </u> _____
CARROLL _____	CHESHIRE _____
SULLIVAN _____	HILLSBOROUGH <u>  X  </u> _____
MERRIMACK <u>  X  </u> _____	ROCKINGHAM <u>  X  </u> _____

**2017 DODGE CHARGER, FOUR DOOR, 6 CYLINDER, AUTOMATIC TRANSMISSION AND ALL WHEEL DRIVE**

**USING THE VEHICLE ABOVE, LIST THE MANUFACTURER, PART NUMBER, LIST PRICE, WHAT PRICE SHEET YOU ARE USING, THE DISCOUNT YOU ARE OFFERING AND THE FINAL CONTRACT PRICE FOR EACH CATEGORY LISTED. THERE IS A SET OF SHEETS FOR EACH VEHICLE SEPARATELY**

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
AIR CONDITIONING	<u>FOURSEASONS</u>	COMPRESSOR	<u>197375</u>	<u>1076.68</u>	<u>P</u>	<u>65%</u>	<u>376.84</u>
COMPRESSOR-REMANUFACTURED	_____	FILTER DRYER	<u>83376</u>	<u>34.97</u>	<u>P</u>	<u>65%</u>	<u>12.24</u>
	<u>REACH</u>	CONDENSER	<u>31-3237</u>	<u>150.19</u>	<u>P</u>	<u>40%</u>	<u>90.12</u>
	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
NATIONAL PRIVATE LABEL	_____	_____	_____	_____	_____	_____	_____

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ALTERNATORS AND STARTERS	<u>BBB</u>	ALTERNATOR	<u>11572</u>	<u>491.81</u>	<u>P</u>	<u>61%</u>	<u>191.80</u>
(Indicate new or Remanufactured)	_____	STARTER	<u>19202</u>	<u>230.72</u>	<u>P</u>	<u>59%</u>	<u>94.59</u>
REMANUFACTURED	_____	_____	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____	_____	_____
NATIONAL PRIVATE LABEL	_____	_____	_____	_____	_____	_____	_____

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BEARINGS	<u>NTN</u>	FRONT WHEEL	<u>WE61791</u>	<u>524.70</u>	<u>P</u>	<u>68%</u>	<u>167.90</u>

<u>NTN</u>	REAR WHEEL	<u>WE61827</u>	<u>326.51</u>	<u>P</u>	<u>68%</u>	<u>104.48</u>
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NATIONAL PRIVATE LABEL	<u>MACPHERSON</u>	<u>M512555</u>	<u>248.05</u>	<u>P</u>	<u>60%</u>	<u>95.40</u>
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DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BELTS/HOSES	<u>GATES</u>	SERPENTINE BELT	<u>K060658</u>	<u>53.76</u>	<u>P</u>	<u>67%</u>	<u>17.74</u>
	<u>REACH</u>	RADIATOR	<u>41-13298</u>	<u>157.04</u>	<u>P</u>	<u>40%</u>	<u>94.22</u>

NATIONAL PRIVATE LABEL \_\_\_\_\_

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BLADES, ARMS WASHERS	<u>TRICO</u>	FRONT WIPER	<u>30-210EA</u>	<u>8.40</u>	<u>P</u>	<u>73%</u>	<u>2.27</u>
		REAR WIPER	<u>NONE</u>				

NATIONAL PRIVATE LABEL \_\_\_\_\_

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BRAKES - ROTORS, DRUMS, CALIPERS AND RELATED HARDWARE	<u>BBB</u>	CALIPER	<u>89-17762B EA</u>	<u>184.33</u>	<u>P</u>	<u>63%</u>	<u>68.20</u>
CALIPER-REMANUFACTURED	<u>DURAGO</u>	ROTORS	<u>BR53023-02 EA</u>	<u>176.77</u>	<u>P</u>	<u>70%</u>	<u>53.03</u>
		DRUMS	<u>REAR DISC NOT DRUM-SAME DISCOUNT APPLIES</u>				

NATIONAL PRIVATE LABEL	<u>PARTSMASTER</u>	<u>126.269-01 EA</u>	<u>180.26</u>	<u>P</u>	<u>76%</u>	<u>43.26</u>
		<u>REAR DISC NOT DRUM-SAME DISCOUNT APPLIES</u>				

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BRAKE SHOES AND PADS	<u>WAG</u>	FRONT PADS	<u>OEX1058C</u>	<u>169.10</u>	<u>P</u>	<u>73%</u>	<u>45.65</u>
		REAR PADS	<u>OEX1057A</u>	<u>118.35</u>	<u>P</u>	<u>73%</u>	<u>31.95</u>

NATIONAL PRIVATE LABEL	<u>PERFECT STOP</u>	<u>PC1058</u>	<u>94.20</u>	<u>P</u>	<u>70%</u>	<u>28.26</u>
		<u>PC1057</u>	<u>80.68</u>	<u>P</u>	<u>70%</u>	<u>24.20</u>

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
CAPS AND THERMOSTATS	MOTORAD	T-STAT	824-203	77.32	P	75%	19.33
		STAT-ONLY	724-203	34.42	P	75%	8.61
NATIONAL PRIVATE LABEL _____							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ENGINE AND DRIVE TRAIN		TIMING BELT KIT	NO TIMING BELT-TIMING CHAIN KIT QUOTED BELOW				
	CLOYES	CHAIN KIT	9-0511S	1189.21	P	71%	344.87
NATIONAL PRIVATE LABEL _____							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
FUEL AND EMISSIONS (Indicate new or Remanufactured)	CARTER	FUEL PUMP	P76662T	356.54 <del>NO PRICE</del>	P	68%	114.09
	DELFI		FG2479	221.46	P	55%	99.66
NATIONAL PRIVATE LABEL _____							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
EXHAUST SYSTEM PARTS	NO LISTING	MUFFLER					
		TAILPIPE					
		CAT CONVERT					
NATIONAL PRIVATE LABEL _____							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ENGINE AND DRIVE TRAIN	<u>NO LISTING</u> <u>GATES</u>	TIMING BELT SET	NO TIMING BELT-TIMING CHAIN KIT QUOTED ON PAGE 3			67%	
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
GASKETS AND SEALS	<u>FELPRO</u>	HEAD GASKET	<u>26541-PT EA</u>	<u>117.60</u>	<u>P</u>	<u>67%</u>	<u>38.81</u>
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
HEATING AND COOLING	<u>REACH</u>	RADIATOR	<u>41-13298</u>	<u>157.04</u>	<u>P</u>	<u>40%</u>	<u>94.22</u>
	<u>FOURSEASON</u>	HEATER CORE	<u>92071</u>	<u>98.40</u>	<u>P</u>	<u>65%</u>	<u>34.44</u>
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
IGNITION/ ELECTRICAL	<u>STANDARD</u>	CAM POSITION SENSOR	<u>PC950</u>	<u>62.16</u>	<u>P</u>	<u>63%</u>	<u>23.00</u>
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
LAMPS SEALED BEAMS	PHILLIPS	BULBS	9005C1	4.53	P	70%	2.71
			LOW BEAM				
NATIONAL PRIVATE LABEL :							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SAFETY AND LIGHTING	GROTE	VARIOUS	B2101-5	103.64	P	60%	41.46
	BUYERS		SL500A	63.60	P	65%	22.26
	STAR		9200HMA	230.43	P	55%	103.69
	ECCO		5813AMG	200.42	P	61%	78.16
NATIONAL PRIVATE LABEL :							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SPARK PLUGS	AUTOLITE	SPARK PLUG	XP5701 EA	17.46	P	70%	5.24
	DENSO		3461 EA	37.05	P	72%	10.37
	CHAMPION		9407 EA	15.33	P	66%	5.21
	NGK		9723 EA	36.00	P	72%	10.07
NATIONAL PRIVATE LABEL :							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SHOCKS AND STRUTS	MONROE	STRUTS	172899R	331.96 EA	P	65%	116.19
		SHOCKS	5797	91.37 EA	P	65%	31.98

NATIONAL PRIVATE LABEL MACPHERSON STRUTS MP133895L 238.36 P 70% 71.51

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
<b>STEERING</b> (Indicate new or Remanufactured)	<u>BBB</u>	POWER STEERING PUMP	<u>NO LISTING</u>			<u>57%</u>	
REMANUFACTURED		RACK & PINION	<u>202-0134E</u>	<u>XX951.91</u>	<u>P</u>	<u>57%</u>	<u>XX409.31</u>
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
<b>SUSPENSION</b>	<u>MOOG</u>	FRONT SWAY BAR LINK	<u>K750154 EA</u>	<u>51.25</u>	<u>P</u>	<u>69%</u>	<u>15.89</u>
UPPER LOWER BALL JOINTS	<u>MOOG</u>	BUSHING	<u>K201971 EA</u>	<u>33.42</u>	<u>P</u>	<u>69%</u>	<u>10.36</u>
	<u>MOOG CONTROL ARM</u>	UPPER	<u>RK621537 EA</u>	<u>334.84</u>	<u>P</u>	<u>69%</u>	<u>103.80</u>
	<u>MOOG CONTROL ARM</u>	LEFT LOWER	<u>RK622525</u>	<u>1577.10</u>	<u>P</u>	<u>69%</u>	<u>488.90</u>
NATIONAL PRIVATE LABEL	<u>MACPHERSON</u>	UPPER	<u>C6G5251009</u>	<u>224.72</u>	<u>P</u>	<u>70%</u>	<u>67.41</u>

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
<b>DRIVE LINE COMPONENTS</b>	<u>TRAKMOTIVE</u>	CV AXLE W/ABS	<u>M1-8171</u>	<u>133.98</u>	<u>P</u>	<u>70%</u>	<u>40.19</u>
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
<b>WATER PUMPS</b> (Indicate new or Remanufactured)	<u>GATES</u>	WATER PUMP	<u>44020</u>	<u>219.84</u>	<u>P</u>	<u>65%</u>	<u>76.95</u>
NEW							

NATIONAL PRIVATE LABEL _____							
DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
WIRE AND CABLES	<u>STANDARD</u>	<u>VARIOUS</u>	<u>C14-2E</u>	<u>2.18 FT</u>	<u>P</u>	<u>74%</u>	<u>.57 FT</u>
	<u>GROTE</u>		<u>83-2410</u>	<u>64.00</u>	<u>P</u>	<u>64%</u>	<u>22.40</u>
NATIONAL PRIVATE LABEL _____							

**OPTION:**

The balance of product line noted below will be considered as an option and will not be considered in the evaluation of the bid.

It will be to allow agencies to pick up a few parts, supplies and accessories at one location so as to complete the repairs in progress.

PLEASE INDICATE ONE DISCOUNT FOR BALANCE OF PRODUCT LINE FROM THE LIST PRICE FOR VARIOUS MANUFACTURERS

AUTOMOTIVE VARIOUS 50 %  
 ACCESSORIES AND  
 SUPPLIES NOT  
 MENTIONED ABOVE

NATIONAL PRIVATE LABEL VARIOUS 50 %

**ATTACHMENT B - OFFER SHEET  
SECTION 2 - 2016 FORD F-250**

PLEASE INDICATE THE COUNTIES IN WHICH YOU INTEND TO PARTICIPATE IN  
ON A SEPARATE SHEET - LIST ALL STORE AND DISTRIBUTION LOCATIONS  
ALONG WITH CONTACT PERSON AND PHONE NUMBER

COOS _____	BELKNAP _____ <u>X</u>
GRAFTON _____	STRAFFORD _____ <u>X</u>
CARROLL _____	CHESHIRE _____
SULLIVAN _____	HILLSBOROUGH _____ <u>X</u>
MERRIMACK _____ <u>X</u>	ROCKINGHAM _____ <u>X</u>

**2017 DODGE CHARGER, FOUR DOOR, 6 CYLINDER, AUTOMATIC TRANSMISSION AND ALL WHEEL DRIVE**

USING THE VEHICLE ABOVE, LIST THE MANUFACTURER, PART NUMBER, LIST PRICE, WHAT PRICE SHEET YOU ARE USING, THE DISCOUNT YOU ARE OFFERING AND THE FINAL CONTRACT PRICE FOR EACH CATEGORY LISTED. THERE IS A SET OF SHEETS FOR EACH VEHICLE SEPARATELY

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
AIR CONDITIONING	FOURSEASONS	COMPRESSOR	98324	571.01	P	65%	199.85
		FILTER DRYER	83349	46.13	P	65%	16.14
	REACH	CONDENSER	31-3936	135.09	P	40%	81.05
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ALTERNATORS AND STARTERS (Indicate new or Remanufactured)	BBB	STARTER	19247	267.80	P	59%	109.80
		ALTERNATOR	11637	449.13	P	61%	175.16
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BEARINGS	NTN	FRONT WHEEL	WE60626	1019.69	P	68%	326.30

**NATIONAL**

REAR WHEEL	A38	50.36	P	75%	12.59
	387AS	55.12	P	75%	13.78
	382A	30.61	P	P	7.65

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BELTS/HOSES	GATES	SERPENTINE BELT	K061058	62.16	P	67%	20.51
	REACH	RADIATOR	41-13231	440.80	P	40%	264.48

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE OR PRIVATE DRIVERS	DISCOUNT %	CONTRACT PRICE
BLADES, ARMS WASHERS	TRICO	FRONT WIPER	30-221	8.40	P	73%	2.27
		REAR WIPER	NONE				

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BRAKES - ROTORS, DRUMS, CALIPERS AND RELATED HARDWARE	BBB	CALIPER	89X1799OB	267.65	P	63%	99.03
CALIPER-REMANUFACTURED	DURAGO	ROTORS	BR901170-02	298.49	P	70%	89.54
		DRUMS	REAR DISC NOT DRUM SAME DISCOUNT APPLIES				

NATIONAL PRIVATE LABEL	PARTSMASTER		901170-01	299.98	P	76%	71.99
			REAR DISC NOT DRUM-SAME DISCOUNT APPLIES				

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BRAKE SHOES AND PADS	WAGNER	FRONT PADS	SX1680	147.10	P	73%	39.71
		REAR PADS	SX1691	127.21	P	73%	34.35

NATIONAL PRIVATE LABEL	PERFECT STOP		PS1680M	136.60	P	70%	40.98
			PS1691M	123.52	P	70%	37.06

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
CAPS AND THERMOSTATS	<u>MOTORAD</u>	T-STAT	<u>228-1955V</u>	<u>19.18</u>	<u>P</u>	<u>75%</u>	<u>4.79</u>
NATIONAL PRIVATE LABEL							

NO TIMING BELT-TIMING CHAIN KIT QUOTED BELOW

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ENGINE AND DRIVE TRAIN	<u>CLOYES</u>	TIMING BELT KIT	<u>9-07425</u>	<u>554.10</u>	<u>P</u>	<u>71%</u>	<u>160.70</u>
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
FUEL AND EMISSIONS (Indicate new or Remanufactured) NEW	<u>CARTER</u>	FUEL PUMP	<u>P76865M</u>	<u>366.96</u>	<u>P</u>	<u>68%</u>	<u>117.43</u>
	<u>DELPHI</u>		<u>FG1326</u>	<u>520.94</u>	<u>P</u>	<u>55%</u>	<u>234.42</u>
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
EXHAUST SYSTEM PARTS	<u>WALKER</u>	MUFFLER	<u>54943</u>	<u>333.14</u>	<u>P</u>	<u>70%</u>	<u>99.94</u>
		TAILPIPE	<u>55696</u>	<u>684.22</u>	<u>P</u>	<u>70%</u>	<u>205.27</u>
	<u>LEFT</u>	CAT CONVERT	<u>73004</u>	<u>622.87</u>	<u>P</u>	<u>60%</u>	<u>249.15</u>
	<u>RIGHT</u>		<u>50370</u>	<u>664.65</u>	<u>P</u>	<u>60%</u>	<u>265.86</u>
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ENGINE AND DRIVE TRAIN		TIMING BELT SET					
			NO TIMING BELT -CHAIN QUOTED ON <del>R1X</del>				PG.3
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
GASKETS AND SEALS	FELPRO	HEAD GASKET	26665PTEA	189.36	P	67%	62.48
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
HEATING AND COOLING	REACH	RADIATOR	41-13231	440.80	P	40%	264.48
	FOURSEASONS	WPIPES HEATER CORE	92412	197.09	P	65%	68.98
	W/O PIPES		92238	87.64	P	65%	30.67
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
IGNITION/ ELECTRICAL	STANDARD	CAM POSITION SENSOR	PC852	81.67	P	63%	30.22
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
LAMPS SEALED BEAMS	PHILLIPS	BULBS	9003C1	11.48	P	70%	3.44
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SAFETY AND LIGHTING	GROTE	VARIOUS	B2101-5	103.64	P	60%	41.46
	BUYERS		SL500A	63.60	P	65%	22.26
	STAR		9200HM-A	230.43	P	55%	103.69
	ECCO		5813AMG	200.42	P	61%	78.16
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SPARK PLUGS	AUTOLITE	SPARK PLUG	XP5363	17.42EA	P	70%	5.23
	DENSO		5339	22.54 EA	P	72%	6.31
	CHA		9901	14.98EA	P	66%	5.09
	NGK		3587	26.84EA	P	72%	7.51
NATIONAL PRIVATE LABEL	AC DELCO		41-988	18.83 EA	P	70%	5.65

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SHOCKS AND STRUTS		STRUTS					
		SHOCKS					
	MONROE	FRONT	34525	93.10 EA	P	65%	32.59
		REAR	34526	94.50 EA	P	65%	33.07

NATIONAL PRIVATE LABEL \_\_\_\_\_

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
STEERING (Indicate new or Remanufactured)	BBB	POWER STEERING PUMP	N712-0191	412.97	P	68%	132.15
PUMP-NEW		RACK & PINION	501-0139	1189.67	P	65%	416.38
RACK-REMANUFACTURED							

NATIONAL PRIVATE LABEL \_\_\_\_\_

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SUSPENSION	MOOG	FRONT SWAY BAR LINK	K750362	66.25 EA	P	69%	20.54
UPPER LOWER BALL JOINTS		BUSHING	K200884	35.74 EA	P	69%	11.08
		UPPER	K80026	90.45 EA	P	69%	28.04
		LOWER	K8607T	91.36 EA	P	69%	28.32
NATIONAL PRIVATE LABEL	MACPHERSON	UPPER	1K80026	64.26	P	70%	19.27
	MACPHERSON	LOWER	1K8607T	67.03	P	70%	20.11

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
DRIVE LINE COMPONENTS		CV AXLE W/ABS	NO LISTING				
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	<del>81.07</del> LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
WATER PUMPS (Indicate new or Remanufactured)	GATES	WATER PUMP	43422	230.58	P	65%	80.70

NATIONAL PRIVATE LABEL \_\_\_\_\_

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
WIRE AND CABLES	<u>STANDARD</u>	<u>VARIOUS</u>	<u>C14-21E</u>	<u>2.18FT</u>	<u>P</u>	<u>74%</u>	<u>.57FT</u>
	<u>GROTE</u>		<u>83-2410</u>	<u>64.00</u>	<u>P</u>	<u>64%</u>	<u>22.40</u>

NATIONAL PRIVATE LABEL \_\_\_\_\_

**OPTION:**

The balance of product line noted below will be considered as an option and will not be considered in the evaluation of the bid.

It will be to allow agencies to pick up a few parts, supplies and accessories at one location so as to complete the repairs in progress.

PLEASE INDICATE ONE DISCOUNT FOR BALANCE OF PRODUCT LINE FROM THE LIST PRICE FOR VARIOUS MANUFACTURERS

AUTOMOTIVE ACCESSORIES AND SUPPLIES NOT MENTIONED ABOVE

VARIOUS                      50      %

NATIONAL PRIVATE LABEL

VARIOUS                      50      %

county	Store	Address	City	St	Zip	Phone	Manager	Manager
Merrimack	Carparts of Concord	250 North State Street	Concord	NH	03301	603-224-3353	Brian George	<a href="mailto:bgeorge@carpartsnh.com">bgeorge@carpartsnh.com</a>
Merrimack	Carparts of Epsom	1157 Suncook Valley Highway	Epsom	NH	03234	603-736-8111	Tim Eldred/ Linda Munn	<a href="mailto:telred@carpartsnh.com">telred@carpartsnh.com</a> <a href="mailto:lmunn@carpartsnh.com">lmunn@carpartsnh.com</a>
Rockingham	Carparts of Brentwood	414 Route 125	Brentwood	NH	03833	603-679-5115	Tracy Parshley	<a href="mailto:Tparshley@carpartsnh.com">Tparshley@carpartsnh.com</a>
Rockingham	Carparts of Salem	4 Kelly Rd.	Salem	NH	03079	603-893-1605	Duane Johnson	<a href="mailto:djohnson@carpartsnh.com">djohnson@carpartsnh.com</a>
Hillsborough	Carparts of Nashua	14 Railroad Square	Nashua	NH	03064	603-882-2779	Mike Bean	<a href="mailto:mbean@carpartsnh.com">mbean@carpartsnh.com</a>
Hillsborough	Carparts of Hillsboro	18 West Main Street	Hillsboro	NH	03244	603-464-3262	BJ Purrington	<a href="mailto:bpurrington@carpartsnh.com">bpurrington@carpartsnh.com</a>
Rockingham	Carparts of Derry	13 South Ave	Derry	NH	03038	603-432-3314	Keith Silva / Brian Gagne	<a href="mailto:ksilva@carpartsnh.com">ksilva@carpartsnh.com</a> <a href="mailto:bgeone@carpartsnh.com">bgeone@carpartsnh.com</a>
Rockingham	Carparts of Plaistow	95A Plaistow Rd	Plaistow	NH	03865	603-257-1080	Jim Evans	<a href="mailto:jevans@carpartsnh.com">jevans@carpartsnh.com</a>

**STATE OF NEW HAMPSHIRE**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
**BUREAU OF PURCHASE AND PROPERTY**  
**STATE HOUSE ANNEX**  
**25 CAPITOL STREET**  
**CONCORD, NEW HAMPSHIRE 03301-6398**

DATE OF CHANGE: February 23, 2023

**ADDENDUM #1 TO BID INVITATION #2737-23**

**DATE OF BID CLOSING: 03/01/2023**

**TIME OF BID CLOSING: 11:00 AM (EST)**

**FOR: Vehicle Replacement Parts and Supplies**

Questions asked during question period of RFB 2737-23:

**Question #1:**

We noticed that the original bid 2727-23 was cancelled and replaced with Bid # 2737-23 is this correct version to proceed with?

**Answer: Bid 2737-23 is the RFB to respond to.**

**Question #2:**

There is a change in the attachment B worksheet now for 2737-23. This will take additional time crossing parts by vehicle for all categories, is this the worksheet that must be used?

**Answer: The Attachment B worksheet for RFB 2737-23 is to be used.**

**Exceptions to Bid 2737-23 submitted and reviewed as if they were posed as questions:**

**Question/Exception #3: Terms and Conditions, Page 4.**

**Please add "set for herein" after terms and conditions in the second paragraph.**

Terms of Submission paragraph 2 currently reads:

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

**Answer: Requested change to Terms of Submission paragraph 2 changed to read:**

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions set forth therein.

**Question/Exception #4: Bid Prices, Page 7.**

**Please revise the first sentence to read: while the discount percentages submitted in Vendor's bid response will remain firm, prices on individual products will increase and decrease throughout the term of the awarded contract. Vendor will pass on both costs increases and cost decreases on individual products to the State of New Hampshire.**

Bid Prices currently reads:

Bid prices and discounts shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all

charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

**Answer: Requested change to Bid Prices accepted and is changed to read:**

While the discount percentages submitted in Vendor's bid response will remain firm, prices on individual products will increase and decrease throughout the term of the awarded contract. Vendor will pass on both costs increases and cost decreases on individual products to the State of New Hampshire as they come into effect. Proof of prices increases and decreases must be provided with updated Published Price List confirming such price changes.

Bid prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

**Question/Exception #5: Request was made to remove 7.2 from Attachment A in its entirety.**

State of New Hampshire is open to revision or elimination of this provision during negotiations with a selected bidder.

**Question/Exception #5: Usage Reporting, Page 7-8**

**Please delete the fourth bullet point regarding recycling.** Bullet point 4 currently reads:

- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award

**Answer: Requested change to Usage Reporting accepted and is changed to read:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to The Bureau of Procurement & Support Services, Denise Rice and sent electronic to [denise.a.rice@DAS.NH.Gov](mailto:denise.a.rice@DAS.NH.Gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

**Question/Exception #6: Specification Compliance, Page 9**

**Please revise the second paragraph to read:** Items offered by the Vendor shall be new or remanufactured to OEM specifications. Specification Compliance currently reads: Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes

**Answer: Requested change to Specification Compliance is NOT accepted and remains as worded in RFB 2737-23:**

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes

**Question/Exception#7: Attachment A, Section 6, COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY, Page 14**

**Request was made to remove 6.1 in its entirety. 6.1 currently reads:** In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

**Answer: State of New Hampshire will not revise or eliminate this section.**

**Question/Exception #8: Attachment A, Section 7, PERSONNEL, Page 14**

**Request was made to delete Section 7.2 in its entirety. Section 7.2 currently reads:** Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

State of New Hampshire is open to revision or elimination of this provision during negotiations with a selected bidder.

**Answer: State of New Hampshire is open to revision or elimination of this provision during negotiations with a selected bidder.**

**Question/Exception #9: Attachment A, Section 7, PERSONNEL, Page 14**

**Request was made to delete the second sentence of Section 7.3 on page 14. Section 7.3 currently reads:** The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**Answer: State of New Hampshire is open to revision or elimination of this provision during negotiations with a selected bidder.**

**Question/Exception #10: Attachment A Section 14, INSURANCE, Page 16.**

**Request was made to delete section 4.1.2 in its entirety. Section 4.1.2 currently reads:** special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

**Answer: State of New Hampshire is open to revision or elimination of this provision during negotiations with a selected bidder.**

**PURCHASING AGENT:** Denise A. Rice  
**Email:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

CARPARTS DISTRIBUTION CTR.  
DBA

BIDDER CARPARTS OF CONCORD ADDRESS 250 NORTH STATE, CONCORD NH  
03301

BY



(this document must be signed)

BRIAN C. GEORGE

(please type or print name)

TEL. NO. 603-224-3353

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.