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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

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 Route 11 Auto Parts, Inc. (VC # 156536), Farmington, NH in the amount up to and not to exceed $550,000.00 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 reach 306 vendors through the NIGP electronic sourcing platform with an additional 3 directly sourced. There were seven compliant responses received with Route 11 Auto Parts, Inc. 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; Route 11 Auto Parts, Inc., Hahn Automotive Warehouse, Inc. d/b/a Carparts Distribution Center, O'Reilly Auto Enterprises, LLC, 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 Route 11 Auto Parts, Inc.

Contract Financials	
Previous Contract Term Spend	$500,000.00
10% Overall Price Increase	
Cost Increase	$ 50,000.00
Recommended Price Limitation	$550,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with Route 11 Auto Parts, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

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

Gary S. Lunetta
Director
(603) 271-2201

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 combinining 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 three counties being awarded to Route 11 Auto Parts Inc. taking into account new prices based on repsonse to RFB 2737-23. This contract offers unit pricing of the parts that the State most frequently purchases. In addition, a 25% 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.napaonline.com/en/nh/farmington/store/28132

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

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	Route 11 Auto
		Unit Cost
EA	Air Conditioning	$1,381.23
EA	Alternators/Starters	$689.83
EA	Bearings	$577.76
EA	Belts/Hoses	$43.72
EA	Brakes-Rotors/Drums	$275.76
EA	Brake Shoes and Pads	$132.76
EA	Caps and T-Stats	$24.30
EA	Engine and Drivetrain	$456.15
EA	Fuel and Emissions	$384.03
EA	Gaskets and Seals	$274.78
EA	Heating/Cooling	$462.91
EA	Ignition/Electrical	$104.85
EA	Spark Plugs	$12.45
EA	Shocks/Struts	$209.21
EA	Suspension	$77.06
EA	Drive Line	$57.26
EA	Water Pumps	$191.34

Estimated annual spend	$183,333.33	Expiring contract annual	$166,666.67
Estimated term spend	$550,000.00	Expiring contract term	$500,000.00
Add allowance for balance of product line	Incorporated in term spend	Cost increase	$50,000.00
Recommended price limitation	$550,000.00		
New vs. Expiring Increase	10%		

Gary S. Lunetta
Director
(603) 271-2201

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	2023 to 2026		
Price Limitation	$550,000.00		
Number of Solicitations Received	7		
Number of Sourced bidders	3		
Number of NIGP Vendors Sourced	306		
Number of non-responsive bidders	301		
P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Method of Payment (P-card/ACH)	P-Card/ACH		
FOB Delivered	Yes		
Expiring Contract Price Limitation	N/A		
Total Cost Increase ($/%)	50,000.00	9%	Increase

Special Notes:	The price limitation is based on the average annual spend for the three counties being awarded to Route 11 Auto Parts Inc. taking into account new prices based on repsonse to RFB 2737-23. This contract offers unit pricing of the parts that the State most frequently purchases. In addition, a 25% 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.napaonline.com/en/nh/farmington/store/28132

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 Route 11 Auto Parts,Inc.		1.4 Contractor Address 673 NH Route 11 Farmington, NH 03835	
1.5 Contractor Phone Number 603-755-2264	1.6 Account Unit and Class Various	1.7 Completion Date May 30, 2026	1.8 Price Limitation $550,000.00
1.9 Contracting Officer for State Agency Denise Rice		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature Date: 4/28/23		1.12 Name and Title of Contractor Signatory Daniel Kirkpatrick Store Manager	
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:	

Contractor Initials DK RK
Date 4/28/23

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.

Contractor Initials DK RK
Date 4/28/23

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.

DK

Contractor Initials RK

Date 4/28/23

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.

Contractor Initials RK
Date 4/28/23

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials DK RK
Date 4/28/23

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:

Contractor Initials DK RK
Date 4/28/23

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:

Contractor Initials JK RK
Date 4/28/23

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. <u>OBLIGATIONS AND LIABILITY OF THE CONTRACTOR</u>
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(a0fzcv55ahaegs45jpya5i45))/welcome.aspx

Contractor Initials JK RK
Date 4/28/23

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.

Contractor Initials JK RK
Date 4/28/23

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 $550,000.00; 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.

Contractor Initials DK RK
Date 4/28/23

2. PRICING STRUCTURE:

Dodge Charger	ROUTE 11 AUTO			
AIR CONDITIONING	% Discount	List Price	Contract Price	Private or MFG
Four Seasons Compressor New	15%	$ 1,542.66	$ 635.63	
Four Seasons Filter Dryer	15%	$ 72.18	$ 30.68	
Reach Condenser	20%	$ 446.48	$ 178.69	
ALTERNATORS / STARTERS	% Discount	List Price	Contract Price	Private or MFG
BBB Alternator 8922 Reman	20%	$ 722.20	$ 288.88	
Napa Starter RE+A92	20%	$ 184.28	$ 73.71	
BEARINGS	% Discount	List Price	Contract Price	Private or MFG
SKR Front Wheel	25%	$ 268.74	$ 100.99	
Carquest Prem Rear Wheel	27%	$ 167.99	$ 122.63	
BELTS / HOSES	% Discount	List Price	Contract Price	Private or MFG
Gates Serpentine belt	20%	$ 50.74	$ 20.30	
BRAKES-ROTORS/DRUMS	% Discount	List Price	Contract Price	Private or MFG
Napa Front & Rotors	30%	$ 105.28	$ 36.99	
Napa AJ Front Caliper	25%	$ 153.68	$ 57.69	
BRAKE SHOES AND PADS	% Discount	List Price	Contract Price	Private or MFG
Silent Guard Front Pads	27%	$ 92.46	$ 33.99	
Silent Guard Rear Pads	27%	$ 92.46	$ 33.99	
CAPS AND T-STATS	% Discount	List Price	Contract Price	Private or MFG
Napa - T-Stat	15%	$ 38.00	$ 16.15	
ENGINE AND DRIVE TRAIN	% Discount	List Price	Contract Price	Private or MFG
Cloyes Timing Belt Kit 9-0511S	20%	$ 1,045.35	$ 418.48	
FUEL AND EMISSIONS	% Discount	List Price	Contract Price	Private or MFG
Delphi Fuel Pump	20%	$ 270.91	$ 108.36	
GASKETS AND SEALS	% Discount	List Price	Contract Price	Private or MFG
Fel-Pro Head Gasket R&L	20%	$ 520.64	$ 208.39	
HEATING / COOLING	% Discount	List Price	Contract Price	Private or MFG
Reach Radiator	20%	$ 440.26	$ 176.39	
Four Season Heater Core	15%	$ 114.58	$ 48.70	
IGNITION /ELECTRICAL	% Discount	List Price	Contract Price	Private or MFG
Echlin Cam Position Sensor	25%	$ 81.18	$ 30.44	
SPARK PLUGS	% Discount	List Price	Contract Price	Private or MFG
Champion	25%	$ 16.74	$ 6.28	
SHOCKS / STRUTS	% Discount	List Price	Contract Price	Private or MFG
Napa/OE Spectrum Shocks	23%	$ 89.80	$ 34.57	
Napa/OE Spectrum Struts	23%	$ 200.06	$ 77.02	
SUSPENSION	% Discount	List Price	Contract Price	Private or MFG
Napa/BBB Front sway bar	25%	$ 89.90	$ 39.69	
DRIVE LINE	% Discount	List Price	Contract Price	Private or MFG
Private CV Axle 211	25%	$ 152.68	$ 57.26	
WATER PUMPS	% Discount	List Price	Contract Price	Private or MFG
Napa - Water Pump new	22%	$ 218.78	$ 85.32	
AUTO & TRUCK ACCES				
& SUPPLIES NOT LISTED	25%			
NATIONAL PRIVATE LABEL	25%			

Ford F-250	ROUTE 11 AUTO			
AIR CONDITIONING	% Discount	List Price	Contract Price	Private or MFG
Four Seasons Compress New 045	15%	$ 744.60	$ 316.46	J
Four Seasons Filter Dryer	15%	$ 60.66	$ 25.78	J
Reach Condenser	20%	$ 484.40	$ 193.99	J
ALTERNATORS / STARTERS	% Discount	List Price	Contract Price	Private or MFG
Private Alternator 9792 Reman	20%	$ 486.44	$ 194.58	J
Private Starter 9317 Reman	20%	$ 331.66	$ 132.66	
BEARINGS	% Discount	List Price	Contract Price	Private or MFG
Napa SKF Front Wheel	25%	$944.36	$354.14	J
BELTS / HOSES	% Discount	List Price	Contract Price	Private or MFG
Gates Serpentine Belt	20%	$58.54	$23.42	J
BRAKES-ROTORS/DRUMS	% Discount	List Price	Contract Price	Private or MFG
Private Caliper - 37A & 38A	25%	$211.12	$79.39	
Private (OE Eq.) 1016	30%	$289.82	$101.69	
BRAKE SHOES AND PADS	% Discount	List Price	Contract Price	Private or MFG
Private Pads 909M	27%	$88.16	$32.39	
Private Rear Pads 918M	27%	$88.16	$32.39	
CAPS AND T-STATS	% Discount	List Price	Contract Price	Private or MFG
Napa - T-Stat	15%	$ 19.18	$ 8.15	
ENGINE AND DRIVE TRAIN	% Discount	List Price	Contract Price	Private or MFG
Napa Timing Belt	20%	$ 94.17	$ 37.67	
FUEL AND EMISSIONS	% Discount	List Price	Contract Price	Private or MFG
Delphi Fuel Pump	20%	$ 689.17	$ 275.67	
GASKETS AND SEALS	% Discount	List Price	Contract Price	Private or MFG
Fel-Pro Head Gasket	20%	$ 165.74	$ 66.39	
HEATING / COOLING	% Discount	List Price	Contract Price	Private or MFG
Reach Radiator	20%	$ 484.40	$ 193.99	
Four Season Heater Core	15%	$ 103.14	$ 43.83	
IGNITION /ELECTRICAL	% Discount	List Price	Contract Price	Private or MFG
Echlin Cam Position Sensor	25%	$ 99.22	$ 74.41	
SPARK PLUGS	% Discount	List Price	Contract Price	Private or MFG
Autolite XP5263	15%	$ 14.52	$ 6.17	
SHOCKS / STRUTS	% Discount	List Price	Contract Price	Private or MFG
Private Shocks Rear 911267	23%	$ 127.74	$ 49.18	
Private Shocks Rear 911266	23%	$ 125.82	$ 48.44	
SUSPENSION	% Discount	List Price	Contract Price	Private or MFG
Private Front Sway 3103	25%	$ 84.46	$ 37.37	
WATER PUMPS	% Discount	List Price	Contract Price	Private or MFG
Napa - Water Pump new	22%	$ 271.84	$ 106.02	J
AUTO & TRUCK ACCES				
& SUPPLIES NOT LISTED	25%			
NATIONAL PRIVATE LABEL	25%			

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

Contractor Initials DK RK

Date 4/28/23

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**

Contractor Initials DL RK
Date 4/28/23

EXHIBIT D

RFB 2737-23 is incorporated herein.

EXHIBIT E

Contractor Initials DK RK
Date 4/28/23

Contractor's Bid Response is incorporated herein.

Contractor Initials DK RK
Date 4/28/23

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 ROUTE 11 AUTO PARTS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 10, 1988. 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: **135121**

Certificate Number: **0006225902**

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.

David M. Scanlan
Secretary of State

Certificate of Authority # 6

(Limited Partnership or LLC- Corporate General Partner or Manager)

Corporate Resolution

I, Roberta Kirkpatrick, **hereby certify** that I am duly elected Clerk/Secretary of
(Name)
Route 11 Auto Parts Inc. I hereby certify the following is a true copy of a vote taken at a
(Name of Corporation)

meeting of the Board of Directors/shareholders, duly called and held on April 28, 2023

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Daniel Kirkpatrick is duly authorized to enter a
(Name and Title)

contract on behalf of Route 11 Auto Parts Inc which is the general
(Name of Corporation)

partner of Route 11 Auto Parts Inc a limited partnership,
(Name of Limited Partnership)

with the Department of Administrative Services State of New Hampshire and
(Name of State Agency)

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 April 28, 2023 I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 4/26/23 **ATTEST:** Roberta Kirkpatrick
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2023

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).

PRODUCER
Morin Insurance
PO Box 1372
Alton NH 03809-1372

CONTACT NAME: Tara Bigue
PHONE (A/C, No, Ext): (603) 875-1200 FAX (A/C, No): (603) 875-1201
E-MAIL ADDRESS: tara@morinagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Graphic Arts Mutual Insurance Company	25984
INSURER B:	Safety Indemnity Insurance Company	33618
INSURER C:	Utica Mutual	25976
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Route 11 Auto Parts, Inc.
P.O. Box 698
Farmington NH 03835

COVERAGES **CERTIFICATE NUMBER:** CL2352503460 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			CPP4977168	06/30/2023	06/30/2024	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
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6239201	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			CULP4977184	06/30/2023	06/30/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		4960425	06/30/2023	06/30/2024	[X] PER STATUTE [ ] OTH-ER	3A State: NH
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Cameron Kirkpatrick has opted to be excluded from Workers Compensation Coverage.

To the best of our knowledge, the information indicated on this certificate of insurance is accurate as of the date and time of issuance.

CERTIFICATE HOLDER

State of NH-Dept of Administrative Services
Bureau of Purchase and Propert
25 Capital Street, RM 102
Concord NH 03301

CANCELLATION

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

Date: 2/27/23

Company Name: Route 11 Auto Parts Inc

Address: 673 NH Route 11, Farmington, N.H. 03835

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] Daniel Kirkpatrick, on behalf of Route 11 Auto Parts Inc. [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 DK
Date 2/27/23

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 _____ **Authorized Signor's Title** Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Belknap **STATE:** NH **ZIP:** 03801

On the 27 **day of** February **2023, personally appeared before me, the above named** _____ **in his/her capacity as authorized representative of** _____ **(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.

_____

(Notary Public/Justice of the Peace)

CYNTHIA L. AHLMAN
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES DECEMBER 22, 2026
NOTARY PUBLIC

My commission expires: December 22 2026 **(Date)**

Form P37-A

Contractor Initials DK
Date 2/27/23

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. 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

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

Contractor Initials DK
Date 2/23/23

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 bed 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.

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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

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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

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(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.

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. 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.)

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- 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.

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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.

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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:

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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.

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Daniel Kirkpatrick
Contact Person

603 755-2264
Local Telephone Number

Toll Free Telephone Number

dwk3006@hotmail.com
E-mail Address

Company Website

Route 11 Auto Parts Inc
Vendor Company Name

673 NH Route 11 Farmington NH 03835
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

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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 *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On:	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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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

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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

Contractor Initials DK
Date 2/27/23

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.

Contractor Initials DK
Date 2/27/23

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	✓
GRAFTON		STRAFFORD	✓
CARROLL		CHESHIRE	
SULLIVAN		HILLSBOROUGH	
MERRIMACK	✓	ROCKINGHAM	

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	Four Seasons	COMPRESSOR Reman	258802	786.72	J	-15	335.21
	Four Seasons	FILTER DRYER	218376	72.18	J	-15	30.68
	Reach	CONDENSER	NC3984A	446.48	J	-20	178.69
	Four Seasons	Compressor New	273613	1542.66	J	-15	655.63
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)	NAPA	STARTER Reman	244-6420	184.28	J	-20	73.71
	NAPA	ALTERNATOR Reman	213-8922	722.20	J	-20	288.88
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BEARINGS	NAPA/SKF	FRONT WHEEL	BR930447	454.56	J	-25	170.69
	NAPA/SKF	REAR WHEEL	BR930910	268.74	J	-25	100.99

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BELTS/HOSES	NAPA/Gates	SERPENTINE BELT	25-060658	50.74	J	-20	20.30
	Reach	RADIATOR	NR13158A	440.26	J	-20	176.39

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE DRIVERS	DISCOUNT %	CONTRACT PRICE
BLADES, ARMS WASHERS	Trico Ice	FRONT WIPER Driver	35-240	30.68	J	-25	11.51
	N/A	REAR WIPER	N/A				
	Trico Ice	Front wiper Passanger	35-210	27.44	J	-25	10.29

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	NAPA/AJ Cardone	CALIPER Front	SE5568B	153.68	J	-25	57.69
	NAPA Brakes	ROTORS Front	48880256	105.28	J	-30	36.99
	NAPA Brakes	DRUMS Rear Rotor	48890395	105.28	J	-30	36.99

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BRAKE SHOES AND PADS	NAPA Silent Guard	FRONT PADS	SG7965X	92.46	J	-27	33.99
	NAPA Silent Guard	REAR PADS	SG7963X	92.46	J	-27	33.99

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
CAPS AND THERMOSTATS	NAPA	T-STAT	HT203248	38.00	J	-15	16.15
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ENGINE AND DRIVE TRAIN	N/A	TIMING BELT KIT					
	NAPA		9-511S	1045.35	J	-20	418.48
	Timing Component Kit Requires Chain, Gears, Guides, Tensioners						
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)	Delphi	FUEL PUMP	FG2479	270.91	J	-20	108.36
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
EXHAUST SYSTEM PARTS	NAPA/walker	MUFFLER Right Muffler Assy	70007	460.84	J	-20	184.34
	NAPA/walker	TAILPIPE Left Muffler Assy	54948	321.98	J	-20	128.79
	NAPA/Walker	CAT CONVERT Front left	55721	1121.36	J	-20	448.54
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ENGINE AND DRIVE TRAIN	N/A	TIMING BELT SET					
	NAPA	Requires Chain	9-511	39.20	J	-20	15.68
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	HS26541PT	520.64	J	-20	208.39
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
HEATING AND COOLING	Brach	RADIATOR	NR13158A	440.26	J	-20	176.39
	Four Seasons	HEATER CORE	561071	114.58	J	-15	48.70
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
IGNITION/ ELECTRICAL	NAPA/Echlin	CAM POSITION SENSOR	CSS1440	81.18	J	-25	30.44
NATIONAL PRIVATE LABEL							

	NATIONAL			MFG LIST	DISCOUNT	CONTRACT

DESCRIPTION	MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	OR PRIVATE	%	PRICE
LAMPS SEALED BEAMS	NAPA	BULBS	9005LN	25.32	J	-35	8.23
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SAFETY AND LIGHTING		VARIOUS			J	-25	
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SPARK PLUGS	Champion	SPARK PLUG	9407	16.74	J	-25	6.28
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SHOCKS AND STRUTS	NAPA/OE spectrum	STRUTS	72899	200.06	J	-23	77.02
	NAPA/OE spectrum	SHOCKS	5797	89.80	J	-23	34.57
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE

STEERING (Indicate new or Remanufactured)	N/A	POWER STEERING PUMP					
	NAPA / BAB	RACK & PINION	36-1875	540.28	J	-20	216.39
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SUSPENSION	NAPA	FRONT SWAY BAR LINK	265-3018	89.90	J	-25	39.69
	NAPA	BUSHING	265-3860	40.42	J	-25	17.99
UPPER LOWER BALL JOINTS	NAPA	upper control Arm	260-5521	307.32	J	-25	122.99
	NAPA	Lower	260-1744	122.81	J	-25	54.39
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
DRIVE LINE COMPONENTS	NAPA	CV AXLE W/ABS Left / New	94-9211	152.68	J	-25	57.26
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
WATER PUMPS (Indicate new or Remanufactured)	NAPA	WATER PUMP New	44020	218.78	J	-22	85.32
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
WIRE AND CABLES		VARIOUS			J	-25	

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	J -25 %
NATIONAL PRIVATE LABEL	VARIOUS	J -25 %

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 ✓

GRAFTON _____ STRAFFORD ✓

CARROLL_____ CHESHIRE_____

SULLIVAN_____ HILLSBOROUGH_____

MERRIMACK___/___ ROCKINGHAM_____

2016 FORD F-250, EXTENDED CAB, 8 CYLINDER, AUTOMATIC TRANSMISSION AND 4 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. The 2016 FORD F-250 OFFER STARTS

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
AIR CONDITIONING	Four Seasons	COMPRESSOR	276045	744.60	J	-15	316.46
	Four Seasons	FILTER DRYER	218349	60.66	J	-15	25.78
	Reach	CONDENSER	NR13145C	484.40	J	-20	193.99
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)	NAPA/BBB	STARTER Reman	244-9317	331.66	J	-20	132.66
	NAPA/BBB	ALTERNATOR Reman	213-9792	486.44	J	-20	194.58
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BEARINGS	NAPA/Fleet	FRONT WHEEL	FTB930793	944.36	J	-25	354.14
	NAPA/SKF	REAR WHEEL inner	BR101	38.12	J	-25	14.39
	NAPA/SKF	outer	BR38	40.18	J	-25	15.39
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BELTS/HOSES	NAPA/Gates	SERPENTINE BELT	25-061058	58.54	J	-20	23.42
	Reach	RADIATOR	NR13145C	484.40	J	-20	193.99

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE DRIVERS	DISCOUNT %	CONTRACT PRICE
BLADES, ARMS WASHERS	Trico Ice	FRONT WIPER	35-220	30.68	J	-25	11.51
	N/A	REAR WIPER					

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	NAPA/A1 Cardone	CALIPER front	5E6037A	211.12	J	-25	79.39
	NAPA Brakes	ROTORS front	48881016	289.92	J	-30	101.69
	NAPA Brakes	DRUMS Rear	48881017	324.64	J	-30	113.69

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
BRAKE SHOES AND PADS	Napa Silent Guard	FRONT PADS	5G8909M	88.16	J	-27	32.39
	NAPA Silent Guard	REAR PADS	5G8918M	88.16	J	-27	32.39

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
CAPS AND THERMOSTATS	NAPA	T-STAT	PM195JV8225	19.18	J	-15	8.15

NATIONAL PRIVATE LABEL

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ENGINE AND DRIVE TRAIN	NAPA	TIMING BELT KIT Timing Chain Kit	90742S	511.98	J	-20	204.79
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)	Delphi	FUEL PUMP	FG1326	689.17	J	-20	275.67
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
EXHAUST SYSTEM PARTS	NAPA/walker	MUFFLER	22034	390.44	J	-20	156.18
	NAPA/walker	TAILPIPE	55696	615.44	J	-20	246.18
	NAPA/walker	CAT CONVERT Left	73004	864.08	J	-20	345.63
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
ENGINE AND DRIVE TRAIN	NAPA	TIMING BELT SET Timing Chain	9-742	94.17	J	-20	37.67
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	26665PT	16.574	J	-20	66.39
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
HEATING AND COOLING	Reach	RADIATOR	NR13145C	484.40	J	-20	193.99
	Four Season	HEATER CORE	551238	103.14	J	-15	43.83
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
IGNITION/ ELECTRICAL	NAPA/Echlin	CAM POSITION SENSOR	CS51353	99.22	J	-25	37.21
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
LAMPS SEALED BEAMS	NAPA	BULBS	9008N	25.38	J	-35	8.25
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SAFETY AND LIGHTING		VARIOUS			J	-25	

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
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	14.52	J	-15	6.17
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
SHOCKS AND STRUTS	NAPA/Reflex	Shock Front ~~STRUTS~~	911266	125.82	J	-23	48.44
	NAPA/Reflex	SHOCKS Rear	911267	127.74	J	-23	49.18
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
STEERING (Indicate new or Remanufactured)	NAPA	POWER STEERING PUMP New	38 6185N	424.94	J	-20	168.99
	N/A	RACK & PINION					
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
		FRONT SWAY BAR					

SUSPENSION	NAPA	LINK	265-3103	84.46	J	-25	37.39
UPPER LOWER BALL JOINTS	NAPA	BUSHING	265-2902	33.97	J	-25	14.99
	NAPA	upper	260-1886	45.80	J	-25	20.39
	NAPA	Lower	260-1395	126.28	J	-25	55.69
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
DRIVE LINE COMPONENTS	N/A	CV AXLE W/ABS					
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
WATER PUMPS (Indicate new or Remanufactured)	NAPA	WATER PUMP NEW	43422	271.84	J	-22	106.02
NATIONAL PRIVATE LABEL							

DESCRIPTION	NATIONAL MANUFACTURER(S)	PART	PART NUMBER	LIST PRICE	MFG LIST OR PRIVATE	DISCOUNT %	CONTRACT PRICE
WIRE AND CABLES		VARIOUS			J	-25	
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 — J -25 %

NATIONAL PRIVATE LABEL — VARIOUS — J -25 %

County	STORE NAME	ADDRESS	CONTACT PERSON	PHONE NUMBER	EMAIL ADDRESS
Belknap	Rte 11 Auto Parts	Farmington NH	Dan	603 755-2264	dwk3006@hotmail.com
Strafford	Rte 11 Auto Parts	Farmington NH	Dan	603 755 2264	dwk3006@hotmail.com
Merrimack	Rte 11 Auto Parts	Farmington NH	Dan	603 755 2264	dwk3006@hotmail.com

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. 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

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.

BIDDER Rte 11 Auto Parts Inc. NAPA Farmington ADDRESS 673 NH Route 11 Farmington N.H. 03835

BY _____
(this document must be signed)

Daniel Kirkpatrick TEL. NO. 603 755 2264
(please type or print name)

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