

87 mlc



# State of New Hampshire

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

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

August 2, 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 AT New Hampshire, LLC (VC # 344045), Manchester, NH in the amount up to and not to exceed \$3,106,335.17 for International engine truck replacement parts and supplies with an option to extend for up to an additional two years effective upon Governor and Executive Council approval through June 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 International engine truck 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 International engine truck replacement parts and supplies.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2757-23 on May 5, 2023 with responses due on May 18, 2023. This bid reached 8 vendors through the NIGP electronic sourcing platform with an additional 3 directly sourced. There was one compliant response and one late bid received with AT New Hampshire, LLC being the lowest cost and compliant submission.

The late bid received from Reed Truck had an overall cost 4.96% higher than AT New Hampshire, LLC which would cost the State an extra \$154,074.00 over the term of the contract. In addition, Reed Truck would only service two of the six NH districts while AT New Hampshire, LLC will service all six NH districts.

The purpose of this request is to obtain approval to enter into a contract with AT New Hampshire, LLC for International engine truck replacement parts and supplies supporting all State agencies needs to maintain their respective fleet vehicles. Upon approval of the Governor and Executive Council, AT New Hampshire, LLC shall be awarded a statewide contract.

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 AT New Hampshire, LLC.

<b>Contract Financials</b>	
Previous Contract Term Spend	\$ 2,823,941.06
10% Overall Price Increase	
Cost Increase	\$ 282,394.11
Recommended Price Limitation	\$ 3,106,335.17

Based on the foregoing, I am respectfully recommending approval of the contract with AT New Hampshire, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	International Engine Truck Replacement	Agency	Statewide
RFB#	2757-23	Requisition#	N/A
Agent Name	Andrew Bennett	Bid Closing	5/18/23 @ 11:30 am

UOM	Part Number	Product Description	AT New Hampshire LLC		
			Unit Cost	% Discount Off Unit Price	Delivered Extended Cost
EA	701N/1833945 C97	MANIFOLD, ASM HIGH PRESS OIL	\$ 6,138.29	0	\$ 6,138.29
EA	701N/2516371 C91	KIT,ENGINE OVERHAUL MAXX DT	\$ 4,868.59	0	\$ 4,868.59
EA	702N/HOR99A 9743	CLUTCH,DRIVE FAN & MTG ASM	\$ 4,166.76	0	\$ 4,166.76
EA	701N/7098211 C92	HEAD, ASSY CYLINDER W/ VALVES	\$ 4,828.27	0	\$ 4,828.27
EA	701N/2612521 C91	FILTER,DIESEL PARTICULATE,FILT	\$ 4,529.39	0	\$ 4,529.39
EA	701N/2517040 C92	ENGINE,KIT, ENGINE OVERHAUL 46	\$ 3,889.57	0	\$ 3,889.57
EA	701N/5010930 R91	TRBOCHGR,KIT, REMAN TURBO HP S	\$ 3,152.97	0	\$ 3,152.97
EA	701N/3004741 C93	TRBOCHGR,KIT TURBOCHARGER 11L	\$ 3,678.57	0	\$ 3,678.57
EA	701N/3663597 C91	COMPRESSOR AIR TU FLO 550	\$ 3,694.10	0	\$ 3,694.10
EA	701N/5011225 R82	TRBOCHGR,KIT TURBOCHARGER 11L	\$ 3,367.74	0	\$ 3,367.74
EA	701N/5010722 R93	TRBOCHGR,KIT, REMAN TURBO 466	\$ 3,535.53	0	\$ 3,535.53
EA	702N/7091546 C93	CONTROL,MODULE, ENGINE CONTROL	\$ 3,623.10	0	\$ 3,623.10
EA	701N/2513438 C91	TRBOCHGR,KIT, HP TURBO	\$ 3,241.72	0	\$ 3,241.72
EA	701N/5010979 R1	CONTROL,REMAN, MODULE ECM I783	\$ 5,503.34	0	\$ 5,503.34
EA	701N/5010597 R94	COOLER, EGR	\$ 2,855.06	0	\$ 2,855.06
EA	701N/1883086 C93	CONTROL,MODULE ASSY, ECM	\$ 3,454.93	0	\$ 3,454.93
EA	701N/5010934 R91	TRBOCHGR,KIT, REMAN TURBO LP 4	\$ 2,627.62	0	\$ 2,627.62
EA	701N/5011332 R91	PUMP,KIT, REMAN HP PUMP 16CC	\$ 3,274.62	0	\$ 3,274.62
EA	702K/20R1176	TURBO GP	No Bid	0	\$
EA	701N/5011058 R92	TRBOCHGR,KIT, REMAN TURBO LOW	\$ 2,355.24	0	\$ 2,355.24
EA	701N/5012932 R91	TRBOCHGR,KIT, TURBO LOW PRESSU	\$ 2,043.60	0	\$ 2,043.60
EA	701N/2506440 C93	SOR - TANK FUEL 70GAL D-ALU STL BLK	\$ 2,288.46	0	\$ 2,288.46
EA	701N/3816007 C91	PIPE TURBO RSM HVUC ASSY	\$ 2,974.62	0	\$ 2,974.62
EA	701N/5010755 R94	PUMP,KIT, REMAN HIGH PRESSURE	\$ 2,259.21	0	\$ 2,259.21
EA	701N/2604119 C92	RADIATOR ALUM W/O INTANK OC	\$ 2,095.75	0	\$ 2,095.75
EA	701N/7092501 C95	MANIFOLD,KIT, EXHAUST MNFLD FR	\$ 2,057.44	0	\$ 2,057.44
EA	702N/2612800 C91	PURIMUFL,MODULE, DOC ASSY-INLE	\$ 2,218.42	0	\$ 2,218.42
EA	701N/2604156 C91	COOLER CHARGE AIR	\$ 2,050.72	0	\$ 2,050.72
EA	701N/2507025 C91	TANK FUEL 70GAL LT (SERVICE)	\$ 2,003.43	0	\$ 2,003.43
EA	701N/2604461 C94	RADIATOR,MM RADIATOR LTR ASSY	\$ 1,941.36	0	\$ 1,941.36
EA	701N/3541389 C92	GEAR,ASM STEERING , M80	\$ 2,722.25	0	\$ 2,722.25



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB-Bid Summary

EA	701N/2605003 C1	PIPE TURBO I6 ENGINE RSM EXHA	\$ 2,296.13	0	\$ 2,296.13
EA	702N/4078630 C3	PIPE, TAIL, VERTICAL TAILPIPE	\$ 1,892.79	0	\$ 1,892.79
EA	701N/3005484 C2	COOLER CHARGE AIR HI PRESS CAC	\$ 1,886.92	0	\$ 1,886.92
EA	701N/FLTCCI WKSTR3	COOLER(CAC); INTERN	\$ 1,685.54	0	\$ 1,685.54
EA	701K/2861157	COOLER GP-CG	No Bid	0	\$
EA	701N/2604196 C91	RADIATOR,MM RADIATOR HSED W/O	\$ 1,648.55	0	\$ 1,648.55
EA	702N/3687178 W94E	DOOR,CAB RT,	\$ 1,960.78	0	\$ 1,960.78
EA	701N/1878455 C91	EGR & INLET AIR MIXR	\$ 1,638.12	0	\$ 1,638.12
EA	702N/3615543 C92	SEAT DRIVER HI AIR SUSP CLOTH	\$ 1,798.87	0	\$ 1,798.87
EA	701K/2720132	MANIFOLD-EXH	No Bid	0	\$
EA	701N/7081861 C91	COOLER ASSY OIL 466	\$ 1,448.91	0	\$ 1,448.91
EA	701N/1889322 C92	GASKET,CYLINDER HEAD GASKET KI	\$ 1,297.14	0	\$ 1,297.14
EA	701N/7095683 C92	MODULE,BRAKE, ASSY EXH OVER RA	\$ 1,414.35	0	\$ 1,414.35
EA	701N/2512559 C93	BREATHER,KIT, OPEN BREATHER CO	\$ 1,103.46	0	\$ 1,103.46
EA	702N/3620522 C2	PIPE EXHAUST CGI PIPE -	\$ 1,152.85	0	\$ 1,152.85
EA	701N/3605669 C3	COOLER OIL XMSN/AUX/TC	\$ 1,118.67	0	\$ 1,118.67
EA	701N/1889321 C95	HEAD,KIT, CYLINDER HD SEAL, MA	\$ 1,096.20	0	\$ 1,096.20
EA	702N/7095681 C92	VALVE,BRAKE, ASSY EXH UNDER RA	\$ 1,147.08	0	\$ 1,147.08
EA	701D/FLTATF 295GKK	SYNTHETIC ATF ALLISON TES 295	\$ 67.37	0	\$ 67.37
EA	701N/1823281 C1	BOLT,M8-1.25 X 24MM HEX FLANGE	\$ 5.54	0	\$ 5.54
EA	701N/3535486 C1	CABLE:14 AWG FEMALE P	\$ 2.99	0	\$ 2.99
EA	701N/3768013 C1	TERMINAL, CABLE, MTA F280, 16-	\$ 0.85	0	\$ 0.85
EA	701N/1698937 C1	TERMINAL CABLE 20- 16 AWG 1PIEC	\$ 1.90	0	\$ 1.90
EA	701N/1889589 C1	SEAL ASSY VALVE STEM	\$ 8.78	0	\$ 8.78
EA	701D/FLTPSF 32KK	FLEETRITE POWER STEERING 32OZ	\$ 8.86	0	\$ 8.86
EA	701N/0603216 8309	BOLT,HEX BOLT M8X45-10.9-MAN18	\$ 4.82	0	\$ 4.82
EA	701N/3552454 C1	SCREW TAPPING M4.2 X 1.41-35MM	\$ 1.93	0	\$ 1.93
EA	701N/931830R 1	BOLT M8X20 CLASS 8.8	\$ 1.24	0	\$ 1.24
EA	701N/3768007 C1	TERMINAL, CABLE, MTA F630, 16-	\$ 0.86	0	\$ 0.86
EA	701N/8291701 0831	SOR - SPACER SLEEVE 22 X 28MM	\$ 23.79	0	\$ 23.79
EA	701N/3007632 C1	SOR - BOLT M10 X 57 WF TORX	\$ 13.84	0	\$ 13.84
EA	701D/R810019	KT SLACK,KIT CLEVIS SLACK ADJ	\$ 19.98	0	\$ 19.98
EA	701N/3542142 C1	WASHER GRAB HNDL MTG M8	\$ 2.67	0	\$ 2.67
EA	701X/TXT1268 70120G	TERMINAL W/ LEAD	No Bid	0	\$
EA	701N/3548895 C1	FASTENER TRIM NYLON GROMMET	\$ 1.87	0	\$ 1.87



RFB Bid Summary

EA	701N/3839141 C1	FILTER HVAC AIR INLET FRESH	\$	33.26	0	\$	33.26
EA	701N/1883597 C1	BOLT BEARING CAP	\$	27.05	0	\$	27.05
EA	701N/4043517 C1	FILTER, OIL, P/S RESERVOIR	\$	50.90	0	\$	50.90
EA	701N/1873884 C2	BOLT CONNECTING ROD	\$	11.90	0	\$	11.90
EA	701N/397256R 1	CLAMP NO. 44 SHOE TYPE F HOSE	\$	10.17	0	\$	10.17
EA	701K/3E8017	LOCKNUT		No Bid	0	\$	
EA	701K/6V5839	WASHER-HARD		No Bid	0	\$	
EA	701D/LF9009	L/O FLTR, FILTER- LUBE OIL	\$	63.37	0	\$	63.37
EA	701X/ECCSW 15	MECHANICAL ACTUATION S		No Bid	0	\$	
EA	701N/2204891 C1	REFLECTR, REFLECT OR TRIANGLES 2	\$	31.88	0	\$	31.88
EA	701N/2506112 C1	CABLE FEMALE W/LEAD	\$	23.33	0	\$	23.33
EA	701N/1824979 C1	SOR -- RING O	\$	11.77	0	\$	11.77
EA	701N/1885682 C1	RING O 2.2 X 9.3 ID	\$	10.49	0	\$	10.49
EA	701N/3805943 C1	FASTENER DOOR TRIM RETAINER	\$	4.56	0	\$	4.56
EA	701N/589391C 1	PLUG SEALER LOOSE PIECE	\$	2.66	0	\$	2.66
EA	701N/3686945 C1	TERMINAL CABLE MOLEX RECEPTAC	\$	2.43	0	\$	2.43
EA	701N/2039342 C1	LOCK CONNECTOR BODY	\$	2.04	0	\$	2.04
EA	701N/3581048 C1	BOLT HH FLG HD M8 X 30 METRIC	\$	1.59	0	\$	1.59
EA	701N/2607909 C1	PLUG SEALING	\$	1.28	0	\$	1.28
EA	701N/1696229 C1	BOLT HH M10 X 45MM PIN CAGE	\$	0.70	0	\$	0.70
EA	701N/2592963 C1	INSERT MOLDED RBR PKG OF 25	\$	0.02	0	\$	0.02

Indicates Award	<b>Estimated annual spend</b>	\$1,035,445.06	<b>Expiring contract annual</b>	\$941,313.69
	<b>Estimated term spend</b>	\$3,106,335.17	<b>Expiring contract term</b>	\$2,823,941.06
	<b>Add allowance for balance of product line</b>	Incorporated in term spend	<b>Cost increase</b>	\$282,394.11
	<b>Recommended price limitation</b>	\$3,106,335.17		
	<b>New vs. Expiring</b>	10%		



RFB Bid Summary

Recommendation Summary			
Statewide Contract or Amendment	Statewide Contract		
Term of Contract	July 1, 2023 through June 30, 2026		
Price Limitation	\$3,106,335.17		
Number of Solicitations Received	1		
Number of Sourced bidders	3		
Number of NIGP Vendors Sourced	8		
Number of non-responsive bidders	10		
P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Method of Payment (P-card/ACH)	ACH/P Card		
FOB Delivered	Yes		
Expiring Contract Price Limitation	N/A		
Total Cost Increase (\$/%)	\$282,394.11	10%	Increase

<b>Special Notes:</b>	<p>The price limitation is based on the average annual spend for the six NH districts being awarded to AT New Hampshire LLC, taking into account new prices based on response to RFB 2757-23. This contract offers unit pricing of the parts that the State most frequently purchases. Based on responses from vendors the International engine truck replacement parts market has experienced a 10% increase over the last twelve months. This increase was factored into the total term spend providing the new price limitation. Catalog price list can be found at the following website: <a href="http://www.allegiancetrucks.com">www.allegiancetrucks.com</a></p> <p>Reed Truck was a late bid and priced higher than AT New Hampshire. Reed offered a 1% discount across the board however they are still 4.96% higher overall compared to AT New Hampshire. Taking this into consideration with the new proposed price limitation, Reed would be priced \$154,074 higher than AT New Hampshire over a new 3 year term contract.</p>
-----------------------	--

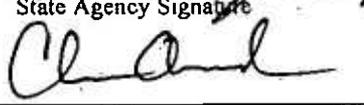
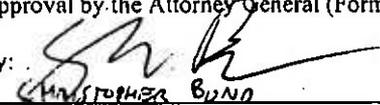
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Administrative Services Bureau of Purchase and Property		<b>1.2 State Agency Address</b> 25 Capitol Street, Room 102 Concord, NH 03301	
<b>1.3 Contractor Name</b> AT New Hampshire, LLC		<b>1.4 Contractor Address</b> 1400 South Willow Street Manchester, NH 03103	
<b>1.5 Contractor Phone Number</b> 603-623-8873	<b>1.6 Account Unit and Class</b> Various	<b>1.7 Completion Date</b> June 30, 2026	<b>1.8 Price Limitation</b> \$3,106,335.17
<b>1.9 Contracting Officer for State Agency</b> Andrew Bennett		<b>1.10 State Agency Telephone Number</b> 603-271-7411	
<b>1.11 Contractor Signature</b>  Date: 6/22/2023		<b>1.12 Name and Title of Contractor Signatory</b> Michael Chadwick Schrempp, COO	
<b>1.13 State Agency Signature</b>  Date: 7/10/23		<b>1.14 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 7/11/23			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

  
 Contractor Initials  
 Date: 6/22/2023

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

## 9. TERMINATION.

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

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

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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



#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There are no special provisions of this contract.

Contractor Initials



Date 6/22/2023

**EXHIBIT B  
SCOPE OF WORK**

**1. EFFECTIVE DATE**

The term of the contract shall commence on July 1, 2023 or upon approval of the Governor and Executive Council, whichever is later, through June 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 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 2757-23
- 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 2757-23," 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 CONTRACTOR:**

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, Andrew Bennett and sent electronic to Andrew.J.Bennett@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**

The Contractor shall be required to stock the listed parts and deliver the items free of charge to all State agencies according to the following schedule. If an order is placed for the listed part numbers and in-stock inventory before 9:00 AM, they shall be delivered the same day by 2:30 PM. Balance of product line items ordered under the contract shall be delivered free of charge within TWO (2) business days from the receipt of the order. The agencies may pick up at the Contractors location during regular business hours. All shipments are FOB destination.

Contractor Initials   
 Date 8/22/2023

**DELIVERY TIME - SPECIAL ORDERS:**

Special order items will have delivery or lead times expressed to contract users at time of order or inquiry. It will be the Contractor's responsibility to maintain communication with the "special order product" manufacturer to insure 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 times will be from the receipt of verbal, telephone, facsimile or e-mail orders. All shipments are FOB destination.

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

**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 pick-up within 3 days 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 will be the responsibility of the Contractor to contact the ordering contract user as soon as possible when the back-ordered or "special order product" has been received and is available for pick-up or delivery.

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

The Contractor shall provide all products strictly pursuant to, and in conformity with this contract which resulted from RFB 2757-23.

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\(a0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55qhaeqs45jpya5i45))/welcome.aspx)

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

Contractor Initials

Date 6/22/2023



**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   
Date 8/22/2023

**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 \$3,106,335.17; 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.

Line-item prices identified in this Agreement shall remain firm for the entire term of the Contract and 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.

2. PRICING STRUCTURE:

UOM	Part Number	Product Description	AT New Hampshire LLC		
			Unit Cost	% Discount Off Unit Price	Delivered Extended Cost
EA	701N/1833945C97	MANIFOLD, ASM HIGH PRESS OIL	\$ 8,138.29	0	\$ 6,138.29
EA	701N/2518371C91	KIT,ENGINE OVERHAUL MAXX DT	\$ 4,668.59	0	\$ 4,668.59
EA	702N/HOR99A9743	CLUTCH,DRIVE FAN & MTG ASM	\$ 4,166.76	0	\$ 4,166.76
EA	701N/7098211C92	HEAD, ASSY CYLINDER W/ VALVES	\$ 4,828.27	0	\$ 4,828.27
EA	701N/2812621C91	FILTER,DIESEL PARTICULATE FILT	\$ 4,529.39	0	\$ 4,529.39
EA	701N/2517040C92	ENGINE,KIT, ENGINE OVERHAUL 46	\$ 3,889.57	0	\$ 3,889.57
EA	701N/5010930R91	TRBOCHGR,KIT, REMAN TURBO HP S	\$ 3,152.97	0	\$ 3,152.97
EA	701N/3004741C93	TRBOCHGR,KIT TURBOCHARGER 11L	\$ 3,678.57	0	\$ 3,678.57
EA	701N/3663597C91	COMPRESSOR AIR TU-FLO 550	\$ 3,694.10	0	\$ 3,694.10
EA	701N/5011225R82	TRBOCHGR,KIT TURBOCHARGER 11L	\$ 3,367.74	0	\$ 3,367.74
EA	701N/5010722R93	TRBOCHGR,KIT, REMAN TURBO 466	\$ 3,535.53	0	\$ 3,535.53
EA	702N/7091546C93	CONTROL,MODULE, ENGINE CONTROL	\$ 3,623.10	0	\$ 3,623.10
EA	701N/2513438C91	TRBOCHGR,KIT, HP TURBO	\$ 3,241.72	0	\$ 3,241.72
EA	701N/5010979R1	CONTROL,REMAN, MODULE ECM 1783	\$ 5,503.34	0	\$ 5,503.34
EA	701N/5010597R94	COOLER, EGR	\$ 2,855.06	0	\$ 2,855.06
EA	701N/1883086C93	CONTROL,MODULE ASSY, ECM	\$ 3,454.93	0	\$ 3,454.93
EA	701N/5010934R91	TRBOCHGR,KIT, REMAN TURBO LP 4	\$ 2,627.62	0	\$ 2,627.62
EA	701N/5011332R91	PUMP,KIT, REMAN, HP PUMP 16CC	\$ 3,274.62	0	\$ 3,274.62
EA	702K/20R1176	TURBO GP	No Bid	0	No Bid
EA	701N/5011058R92	SOR -- TRBOCHGR,KIT, REMAN TURBO LOW	\$ 2,355.24	0	\$ 2,355.24
EA	701N/5012932R91	TRBOCHGR,KIT, TURBO LOW PRESSU	\$ 2,043.60	0	\$ 2,043.60
EA	701N/2506440C93	SOR - TANK FUEL 70GAL D-ALU STL BLK	\$ 2,288.46	0	\$ 2,288.46
EA	701N/3816007C91	PIPE TURBO RSM HVUC ASSY	\$ 2,974.62	0	\$ 2,974.62
EA	701N/5010755R94	PUMP,KIT, REMAN HIGH PRESSURE	\$ 2,259.21	0	\$ 2,259.21

EA	701N/2604119C92	RADIATOR ALUM W/O INTANK OC	\$ 2,095.75	0	\$ 2,095.75
EA	701N/7092501C95	MANIFOLD,KIT, EXHAUST MNFLD FR	\$ 2,057.44	0	\$ 2,057.44
EA	702N/2612800C91	PURIMUFL,MODULE, DOC ASSY-INLE	\$ 2,218.42	0	\$ 2,218.42
EA	701N/2604156C91	COOLER CHARGE AIR	\$ 2,050.72	0	\$ 2,050.72
EA	701N/2507025C91	TANK FUEL 70GAL LT (SERVICE)	\$ 2,003.43	0	\$ 2,003.43
EA	701N/2604461C94	RADIATOR,MM RADIATOR LTR ASSY	\$ 1,941.36	0	\$ 1,941.36
EA	701N/3541389C92	GEAR,ASM STEERING , M80	\$ 2,722.25	0	\$ 2,722.25
EA	701N/2605003C1	PIPE TURBO I6 ENGINE RSM EXHA	\$ 2,296.13	0	\$ 2,296.13
EA	702N/4078630C3	PIPE, TAIL, VERTICAL TAILPIPE	\$ 1,892.79	0	\$ 1,892.79
EA	701N/3005464C2	COOLER CHARGE AIR HI PRESS CAC	\$ 1,886.92	0	\$ 1,886.92
EA	701N/FLTCCIWKSTR3	CHARGE AIR COOLER(CAC); INTERN	\$ 1,685.54	0	\$ 1,685.54
EA	701K/2861157	COOLER GP-CG	No Bid	0	No Bid
EA	701N/2604198C91	RADIATOR,MM RADIATOR HSED W/O	\$ 1,648.55	0	\$ 1,648.55
EA	702N/3687178W94E	DOOR,CAB RT,	\$ 1,960.78	0	\$ 1,960.78
EA	701N/1878455C91	SOR -- DUCT ASSY EGR & INLET AIR MIXR	\$ 1,638.12	0	\$ 1,638.12
EA	702N/3615543C92	SEAT DRIVER HI AIR SUSP CLOTH	\$ 1,798.87	0	\$ 1,798.87
EA	701K/2720132	MANIFOLD-EXH	No Bid	0	No Bid
EA	701N/7081861C91	COOLER ASSY OIL 468	\$ 1,448.91	0	\$ 1,448.91
EA	701N/1889322C92	GASKET,CYLINDER HEAD GASKET KI	\$ 1,297.14	0	\$ 1,297.14
EA	701N/7095683C92	MODULE,BRAKE, ASSY EXH OVER RA	\$ 1,414.35	0	\$ 1,414.35
EA	701N/2512559C93	BREATHER,KIT, OPEN BREATHER CO	\$ 1,103.46	0	\$ 1,103.46
EA	702N/3620522C2	PIPE EXHAUST CGI PIPE -	\$ 1,152.85	0	\$ 1,152.85
EA	701N/3605669C3	COOLER OIL XMSN/AUX/TC	\$ 1,118.67	0	\$ 1,118.67
EA	701N/1889321C95	HEAD,KIT, CYLINDER HD SEAL, MA	\$ 1,096.20	0	\$ 1,096.20
EA	702N/7095681C92	VALVE,BRAKE, ASSY EXH UNDER RA	\$ 1,147.08	0	\$ 1,147.08
EA	701D/FLTATF295GKK	SYNTHETIC ATF ALLISON TES 295	\$ 67.37	0	\$ 67.37

EA	701N/1823281C1	BOLT,M8-1.25 X 24MM HEX FLANGE	\$ 5.54	0	\$ 5.54
EA	701N/3535486C1	SOR - TERMINAL CABLE*14 AWG FEMALE P	\$ 2.99	0	\$ 2.99
EA	701N/3768013C1	TERMINAL, CABLE, MTA F280, 16-	\$ 0.85	0	\$ 0.85
EA	701N/1698937C1	TERMINAL CABLE 20-16 AWG 1PIEC	\$ 1.90	0	\$ 1.90
EA	701N/1889589C1	SEAL ASSY VALVE STEM	\$ 8.78	0	\$ 8.78
EA	701D/FLTPSF32KK	FLEETRITE POWER STEERING 32OZ	\$ 8.86	0	\$ 8.86
EA	701N/06032168309	BOLT,HEX BOLT M8X45-10.9-MAN18	\$ 4.82	0	\$ 4.82
EA	701N/3552454C1	SCREW TAPPING M4.2 X 1.41-35MM	\$ 1.93	0	\$ 1.93
EA	701N/931830R1	BOLT M8X20 CLASS 8.8	\$ 1.24	0	\$ 1.24
EA	701N/3768007C1	TERMINAL, CABLE, MTA F830, 16-	\$ 0.88	0	\$ 0.88
EA	701N/62917010831	SOR - SPACER SLEEVE 22 X 28MM	\$ 23.79	0	\$ 23.79
EA	701N/3007632C1	SOR - BOLT M10 X 57 WF TORX	\$ 13.84	0	\$ 13.84
EA	701D/R810019	KT SLACK,KIT CLEVIS SLACK ADJ	\$ 19.98	0	\$ 19.98
EA	701N/3542142C1	WASHER GRAB HNDL MTG M8	\$ 2.67	0	\$ 2.67
EA	701X/TXT126870120G	TERMINAL W/ LEAD	No Bid	0	No Bid
EA	701N/3548695C1	FASTENER TRIM NYLON GROMMET	\$ 1.87	0	\$ 1.87
EA	701N/3839141C1	FILTER HVAC AIR INLET FRESH	\$ 33.26	0	\$ 33.26
EA	701N/1883597C1	BOLT BEARING CAP	\$ 27.05	0	\$ 27.05
EA	701N/4043517C1	FILTER, OIL, P/S RESERVOIR	\$ 50.90	0	\$ 50.90
EA	701N/1873884C2	BOLT CONNECTING ROD	\$ 11.90	0	\$ 11.90
EA	701N/397256R1	CLAMP NO. 44 SHOE TYPE F HOSE	\$ 10.17	0	\$ 10.17
EA	701K/3E8017	LOCKNUT	No Bid	0	No Bid
EA	701K/6V5839	WASHER-HARD	No Bid	0	No Bid
EA	701D/LF9009	L/O FLTR,FILTER-LUBE OIL	\$ 63.37	0	\$ 63.37
EA	701X/ECCSW15	ELECTRO- MECHANICAL ACTUATION S	No Bid	0	No Bid
EA	701N/2204891C1	REFLECTR,REFLECTOR TRIANGLES 2	\$ 31.88	0	\$ 31.88

EA	701N/2508112C1	TERMINAL CABLE*FEMALE W/6LEAD	\$ 23.33	0	\$ 23.33
EA	701N/1824979C1	SOR -- RING O	\$ 11.77	0	\$ 11.77
EA	701N/1885682C1	RING O 2.2 X 9.3 ID	\$ 10.49	0	\$ 10.49
EA	701N/3805943C1	FASTENER DOOR TRIM RETAINER	\$ 4.66	0	\$ 4.66
EA	701N/589391C1	PLUG SEALER LOOSE PIECE	\$ 2.66	0	\$ 2.66
EA	701N/3688945C1	TERMINAL CABLE MOLEX RECEPTAC	\$ 2.43	0	\$ 2.43
EA	701N/2039342C1	LOCK CONNECTOR BODY	\$ 2.04	0	\$ 2.04
EA	701N/3561048C1	BOLT HH FLG HD M8 X 30 METRIC	\$ 1.59	0	\$ 1.59
EA	701N/2807909C1	PLUG SEALING	\$ 1.28	0	\$ 1.28
EA	701N/1896229C1	BOLT HH M10 X 45MM PIN CAGE	\$ 0.70	0	\$ 0.70
EA	701N/2592963C1	INSERT MOLDED RBR PKG OF 25	\$ 0.02	0	\$ 0.02

**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 International engine truck replacement parts and supplies from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "1. Contract Price".

**3. MINIMUM ORDERS**

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

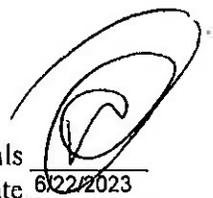
**4. INVOICE**

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

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

**5. PAYMENT**

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

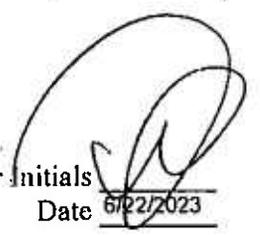


**EXHIBIT D**

RFB 2757-23 is incorporated herein.

Contractor Initials

Date 6/22/2023

A handwritten signature in black ink, consisting of several loops and a final flourish, positioned over the signature line.

**EXHIBIT E**

Contractor's Bid Response is incorporated herein.

Contractor Initials

Date 6/27/2023

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, written over the signature line.

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

I, Michael Chadwick Schrempp, hereby certify that I am a Partner, Member,  
*(Name)*

Manager or officer of AT New Hampshire, LLC a limited liability partnership  
*(Name of Partnership or LLC)*

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 6/14/2023

ATTEST: *Patricia Hoyle*, Operations Business Analyst  
*(Name & Title)*

# 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 AT NEW HAMPSHIRE, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 29, 2020. 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: 854824

Certificate Number: 0006250419



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.

this 20th day of June A.D. 2023.

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

David M. Scanlan

Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)

6/16/2023

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 Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME:	
	PHONE (A/C, No. Ext.):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MEMIC Indemnity Company	11030
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: The Travelers Indemnity Company	25658
	INSURER D: The Charter Oak Fire Insurance Company	25615
	INSURER E:	
	INSURER F:	

INSURED  
1476689 Allegiance Trucks, LLC  
AT New Hampshire, LLC  
1400 S. Willow Street  
Manchester NH 03103

COVERAGES      CERTIFICATE NUMBER: 19656753      REVISION NUMBER: XXXXXXX

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	AD-0R792041-23-14 (AOS)	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000
D	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Garage Liability			AD-8P737689-23-14 (MA)	5/1/2023	5/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
C	AUTOMOBILE LIABILITY	N	N	810-3W575942-23-14	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXX
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	N	N	CUP-0R006255-23-14	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	3102807799	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Garagekeepers Liability	N	N	AD-0R792041-23-CAG	5/1/2023	5/1/2024	\$1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 Day Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

**CERTIFICATE HOLDER**

19656753  
State of New Hampshire  
Administrative Services  
Bureau of Purchase and Property  
25 Capitol Street, Room 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

© 1988-2016 ACORD CORPORATION. All rights reserved.

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 5/17

Company Name: AT NEW HAMPSHIRE, LLC  
Address: 1400 SO. WILLOW ST.  
MANCHESTER, NH 03103

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

RE: Bid Invitation Name: **International Engine Truck Replacement Parts**  
Bid Number: **2757-23**  
Bid Posted Date (on or by): **May 5, 2023**  
Bid Closing Date and Time: **May 18, 2023 @ 11:30 AM (EST)**  
Dear :

[Insert name of signor] Darrell Martel, on behalf of AT NEW HAMPSHIRE LLC [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 #2757 -23 for International Engine Truck Replacement Parts 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;
  - 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.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the

contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature

*[Handwritten Signature]*

Authorized Signor's Title

Parts Manager

*Debra S Wallace  
Notary Public  
exp 10/21/25*



Form P37-A

### REQUEST FOR BID FOR INTERNATIONAL ENGINE REPLACEMENT PARTS FOR THE STATE OF NEW HAMPSHIRE

**PURPOSE:**

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

**INSTRUCTIONS TO VENDOR:**

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

**BID SUBMITTAL:**

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

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

**BID INQUIRIES:**

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

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

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

**BID DUE DATE:**

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

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

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is:  
<https://apps.das.nh.gov/bidscontracts/bids.aspx>

**TIMELINE:**

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

05/05/2023	Bid Solicitation distributed on or by
05/12/2023	Last day for questions, clarifications, and/or requested changes to bid
05/18/2023	11:30 AM (EST) Bid Closing
07/01/2023	Implementation of Contract (or upon Governor and Executive Council approval)

**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 July 1, 2023 or upon approval of the Governor and Executive Council; whichever is later, through June 30, 2026, a period of approximately three (3) years.

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

**CONTRACT AWARD:**

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. 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(s). State reserves the right to make multi-contract awards.

Successful Vendor 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).

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

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

**LIABILITY:**

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

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

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

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

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

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

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

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- 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 with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**

Bid prices 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(e) "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 [denise.a.rice@DAS.NH.Gov](mailto:denise.a.rice@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.

**ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

**USAGE REPORTING:**

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

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

**ESTABLISHMENT OF ACCOUNTS:**

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

**ELIGIBLE PARTICIPANTS:**

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

**PAYMENT:**

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

**INVOICING:**

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

**TERMS OF PAYMENT:**

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

**VENDOR RESPONSIBILITY:**

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

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

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

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

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

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

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and

- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

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

Contract specific contact information (Sales contact, Contractor contract manager, 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 equipment/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.

*The manufacturers and/or product numbers indicated are the only ones that are acceptable under this section.*

**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 all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

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

Part Number	Part Description
701N/1833945C97	MANIFOLD, ASM HIGH PRESS OIL
701N/2516371C91	KIT,ENGINE OVERHAUL MAXX DT
702N/HOR99A9743	CLUTCH,DRIVE FAN & MTG ASM
701N/7098211C92	HEAD, ASSY CYLINDER W/ VALVES
701N/2612521C91	FILTER,DIESEL PARTICULATE FILT
701N/2517040C92	ENGINE,KIT, ENGINE OVERHAUL 46
701N/5010930R91	TRBOCHGR,KIT, REMAN TURBO HP 5
701N/3004741C93	TRBOCHGR,KIT TURBOCHARGER 11L

Part Number	Part Description
701N/2512559C91	BREATHER,KIT, OPEN BREATHER CO
702N/3620522C2	PIPE EXHAUST CGI PIPE -
701N/3605669C3	COOLER OIL XMSN/AUX/TC
701N/1889321C95	HEAD,KIT, CYLINDER HD SEAL, MA
702N/7095681C92	VALVE,BRAKE, ASSY EXH UNDER RA
701D/FLTATF295GKK	SYNTHETIC ATF ALLISON TES 295
701N/1823281C1	BOLT,M8-1.25 X 24MM HEX FLANGE
701N/3535486C1	SOR - TERMINAL CABLE*14 AWG FEMALE P

Part Number	Part Description
701N/3663597C91	COMPRESSOR AIR TU-FLO 550
701N/3004740C95	TRBOCHGR,KIT TURBOCHARGER 11L
701N/5010722R93	TRBOCHGR,KIT, REMAN TURBO 466
702N/7091546C93	CONTROL,MODULE, ENGINE CONTROL
701N/2513438C91	TRBOCHGR,KIT, HP TURBO
701N/5010979R1	CONTROL,REMAN, MODULE ECM I783
701N/5010597R93	COOLER, EGR
701N/1883086C93	CONTROL,MODULE ASSY, ECM
701N/5010934R91	TRBOCHGR,KIT, REMAN TURBO LP 4
701N/5011332R91	PUMP,KIT, REMAN HP PUMP 16CC
702K/20R1176	TURBO GP
701N/5011058R92	SOR -- TRBOCHGR,KIT, REMAN TURBO LOW
701N/7092940C91	TRBOCHGR,KIT, TURBO LOW PRESSU.
701N/2506440C93	SOR - TANK FUEL 70GAL D-ALU STL BLK
701N/3816007C91	PIPE TURBO RSM HVUC ASSY
701N/5010755R94	PUMP,KIT, REMAN HIGH PRESSURE
701N/2604119C92	RADIATOR ALUM W/O INTANK OC
701N/7092501C95	MANIFOLD,KIT, EXHAUST MNFLD FR
702N/2612800C91	PURIMUFL,MODULE, DOC ASSY-INLE
701N/2604156C91	COOLER CHARGE AIR
701N/2507025C91	TANK FUEL 70GAL LT (SERVICE)
701N/2604461C94	RADIATOR,MM RADIATOR LTR ASSY
701N/3541389C92	GEAR,ASM STEERING , M80
701N/2605003C1	PIPE TURBO I6 ENGINE RSM EXHA
702N/4078630C3	PIPE, TAIL, VERTICAL TAILPIPE
701N/3005464C2	COOLER CHARGE AIR HI PRESS CAC
701N/FLTCCIWKSTR3	CHARGE AIR COOLER(CAC); INTERN
701K/2861157	COOLER GP-CG
701N/2604196C91	RADIATOR,MM RADIATOR HSED W/O
702N/3687178W94E	DOOR,CAB RT,
701N/1878455C91	SOR -- DUCT ASSY EGR & INLET AIR MIXR
702N/3615543C92	SEAT DRIVER HI AIR SUSP CLOTH
701K/2720132	MANIFOLD-EXH
701N/7081861C91	COOLER ASSY OIL 466
701N/1889322C92	GASKET,CYLINDER HEAD GASKET KI
701N/7095683C92	MODULE,BRAKE, ASSY EXH OVER RA

Part Number	Part Description
701N/3768013C1	TERMINAL, CABLE, MTA F280, 16-
701N/1698937C1	TERMINAL CABLE 20-16 AWG 1PIEC
701N/1889589C1	SEAL ASSY VALVE STEM
701D/FLTPSF32KK	FLEETRITE POWER STEERING 32OZ
701N/06032168309	BOLT,HEX BOLT M8X45-10.9-MAN18.
701N/3552454C1	SCREW TAPPING M4.2 X 1.41-35MM
701N/931830R1	BOLT M8X20 CLASS 8.8
701N/3768007C1	TERMINAL, CABLE, MTA F630, 16-
701N/62917010831	SOR - SPACER SLEEVE 22 X-28MM
701N/3007632C1	SOR - BOLT M10 X 57 WF TORX
701D/R810019	KT SLACK,KIT CLEVIS SLACK ADJ
701N/3542142C1	WASHER GRAB HNDL MTG M8
701X/TXT126870120G	TERMINAL W/ LEAD
701N/3548695C1	FASTENER TRIM NYLON GROMMET
701N/3839141C1	FILTER HVAC AIR INLET FRESH
701N/1883597C1	BOLT BEARING CAP
701N/4043517C1	FILTER, OIL, P/S RESERVOIR
701N/1873884C2	BOLT CONNECTING ROD
701N/397256R1	CLAMP NO. 44 SHOE TYPE F HOSE
701K/3E8017	LOCKNUT
701K/6V5839	WASHER-HARD
701D/LF9009	L/O FLTR,FILTER-LUBE OIL
701X/ECCSW15	ELECTRO-MECHANICAL ACTUATION S
701N/2204891C1	REFLECTR,REFLECTOR TRIANGLES 2
701N/2506112C1	TERMINAL CABLE*FEMALE W/6LEAD
701N/1824979C1	SOR -- RING O
701N/1885682C1	RING O 2.2 X 9.3 ID
701N/3805943C1	FASTENER DOOR TRIM RETAINER
701N/589391C1	PLUG SEALER LOOSE PIECE
701N/3686945C1	TERMINAL CABLE MOLEX RECEPTAC
701N/2039342C1	LOCK CONNECTOR BODY
701N/3561048C1	BOLT HH FLG HD M8 X 30 METRIC
701N/2607909C1	PLUG SEALING
701N/1696229C1	BOLT HH M10 X 45MM PIN CAGE
701N/2592963C1	INSERT MOLDED RBR PKG OF 25

Unless otherwise specified herein, all services/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. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### **WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on all equipment 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 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.

#### **OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

#### **NON-EXCLUSIVE CONTRACT**

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

#### **DELIVERY TIME:**

The successful Vendor shall be required to stock the listed parts and deliver the items free of charge to all State agencies according to the following schedule. **If an order is placed for the listed part numbers and in-stock inventory before 9:00 AM, they shall be delivered the same day by 2:30 PM.** Balance of product line items ordered under the contract shall be delivered free of charge within **TWO (2) business days** from the receipt of the order. The agencies may pick up at the Contractors location during regular business hours. **All shipments are FOB destination.**

#### **DELIVERY TIME - SPECIAL ORDERS:**

Special order items will have delivery or lead times expressed to contract users at time of order or inquiry. It will be the Contractor's responsibility to maintain communication with the "special order product" manufacturer to insure 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 times will be from the receipt of verbal, telephone, facsimile or e-mail orders. **All shipments are FOB destination.**

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement. All shipments are FOB destination.

#### **OUT OF STOCK / BACKORDERS:**

If a standard inventory item is out of stock, the vendor is required to make every effort to supply the ordered item within the original delivery time frame. This effort would include checking other distribution branches or the factory for the requested product to expedite availability and delivery. Every effort will be made to have the item delivered or made available for pick-up within 3 days 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 will be 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:**

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.

SEE ATTACHMENT B – OFFER SHEET RFB 2757-23

**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.

Darrell Martel      603-623-8873      800-562-3814  
Contact Person      Local Telephone Number      Toll Free Telephone Number

darrellmartel@allegiance trucks.com      allegiancetrucks.com  
E-mail Address      Company Website

AT NEW HAMPSHIRE, LLC      1400 So. Willow Manchester, NH  
Vendor Company Name      Vendor Address      03103

**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

**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: 220 535 073 408

Passcode: CJ2Z24

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

**Join with a video conferencing device**

[nhgov@m.webex.com](mailto:nhgov@m.webex.com)

Video Conference ID: 114 061 056 7

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 603-931-4944,252032878#](#) United States, Concord

Phone Conference ID: 252 032 878#

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

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

---

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

FORM NUMBER P-37 (version 2/23/2023)

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

Contractor Initials DM  
Date 5/17

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files,

formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B - OFFER SHEET 2757-23

INTERNATIONAL ENGINE LIST PRICE SCHEDULE SHALL BE USED IN DETERMINING DISCOUNTS AND UNIT PRICE AFTER DISCOUNT

THE DISCOUNTS IN THE FOLLOWING LIST MAY VARY TO ALLOW THE BEST POSSIBLE PRICING.

CORE CHARGES MAY BE ADDED TO THE INVOICE WHERE APPLICABLE AT THE STANDARD FACTORY RATE.

\* =  
changed  
numbers

Part Number	Part Description	Unit Price	Qty	% Discount off Unit Price	Extended Price After Discount
701N/1833945C97	MANIFOLD, ASM HIGH PRESS OIL	\$6,138.29	1		6,138.29
701N/2516371C91	KIT,ENGINE OVERHAUL MAXX DT	4,668.59	1		4,668.59
702N/HOR99A9743	CLUTCH,DRIVE FAN & MTG ASM	\$4,166.76	1		4,166.76
701N/7098211C92	HEAD, ASSY CYLINDER W/ VALVES	\$4,828.27	1		4,828.27
701N/2612521C91	FILTER,DIESEL PARTICULATE FILT	\$4,529.39	1		4,529.39
701N/2517040C92	ENGINE,KIT, ENGINE OVERHAUL 46	\$3,889.57	1		3,889.57
701N/5010930R91	TRBOCHGR,KIT, REMAN TURBO HP 5	3,152.97	1		3,152.97
701N/3004741C93	TRBOCHGR,KIT TURBOCHARGER 11L	\$3,678.57	1		\$3,678.57
701N/3663597C91	COMPRESSOR AIR TU-FLO 550	3,694.10	1		3,694.10
<i>5011225R92</i> 701N/3004740C95	TRBOCHGR,KIT TURBOCHARGER 11L	\$3,367.74	1		\$3,367.74
701N/5010722R93	TRBOCHGR,KIT, REMAN TURBO 466	\$3,535.53	1		\$3,535.53
702N/7091546C93	CONTROL,MODULE, ENGINE CONTROL	\$3,623.10	1		\$3,623.10
701N/2513438C91	TRBOCHGR,KIT, HP TURBO	\$3,241.72	1		\$3,241.72
701N/5010979R1	CONTROL,REMAN, MODULE ECM I783	\$5,503.34	1		\$5,503.34
* 701N/5010597R92 <sup>4</sup>	COOLER, EGR	2,855.06	1		2,855.06
701N/1883086C93	CONTROL,MODULE ASSY, ECM	\$3,454.93	1		\$3,454.93
701N/5010934R91	TRBOCHGR,KIT, REMAN TURBO LP 4	\$2,627.62	1		\$2,627.62
701N/5011332R91	PUMP,KIT, REMAN HP PUMP 16CC	\$3,274.62	1		\$3,274.62
702K/20R1176	TURBO GP		1		no-bid
701N/5011058R92	SOR -- TRBOCHGR,KIT, REMAN TURBO LOW	\$2,355.24	1		\$2,355.24
* <i>5012932R91</i> 701N/7092940C91	TRBOCHGR,KIT, TURBO LOW PRESSU	\$2,043.60	1		\$2,043.60
701N/2506440C93	SOR - TANK FUEL 70GAL D-ALU STL BLK	\$2,288.46	1		\$2,288.46
701N/3816007C91	PIPE TURBO RSM HVUC ASSY	\$2,974.62	1		\$2,974.62
701N/5010755R94	PUMP,KIT, REMAN HIGH PRESSURE	2,259.21	1		2,259.21
701N/2604119C92	RADIATOR ALUM W/O INTANK OC	2,095.75	1		2,095.75
701N/7092501C95	MANIFOLD,KIT, EXHAUST MNFLD FR	2,057.44	1		2,057.44
702N/2612800C91	PURIMUFL,MODULE, DOC ASSY-INLE	\$2,218.42	1		\$2,218.42
701N/2604156C91	COOLER CHARGE AIR	\$2,050.72	1		\$2,050.72
701N/2507025C91	TANK FUEL 70GAL LT (SERVICE)	2,003.43	1		2,003.43

701N/2604461C94	RADIATOR,MM RADIATOR LTR ASSY	\$1,941.36	1		\$1,941.36
701N/3541389C92	GEAR,ASM STEERING , M80	2,722.25	1		2,722.25
701N/2605003C1	PIPE TURBO I6 ENGINE RSM EXHA	\$2,296.13	1		\$2,296.13
702N/4078630C3	PIPE, TAIL, VERTICAL TAILPIPE	1,892.79	1		1,892.79
701N/3005464C2	COOLER CHARGE AIR HI PRESS CAC	1,886.92	1		1,886.92
701N/FLTCCIWKSTR3	CHARGE AIR COOLER(CAC); INTERN	\$1,685.54	1		\$1,685.54
701K/2861157	COOLER GP-CG		1		no-bid
701N/2604196C91	RADIATOR,MM RADIATOR HSED W/O	\$1,648.55	1		\$1,648.55
702N/3687178W94E	DOOR,CAB RT,	\$1,960.78	1		\$1,960.78
701N/1878455C91	SOR - DUCT ASSY EGR & INLET AIR MIXR	\$1,638.12	1		\$1,638.12
702N/3615543C92	SEAT DRIVER HI AIR SUSP CLOTH	1,798.87	1		1,798.87
701K/2720132	MANIFOLD-EXH		1		no-bid
701N/7081861C91	COOLER ASSY OIL 466	\$1,448.91	1		\$1,448.91
701N/1889322C92	GASKET,CYLINDER HEAD GASKET KI	\$1,297.14	1		\$1,297.14
701N/7095683C92	MODULE,BRAKE, ASSY EXH OVER RA	\$1,414.35	1		\$1,414.35
<i>2512-559C93</i> 701N/2512559C93	BREATHER,KIT, OPEN BREATHER CO	1,103.46	1		1,103.46
702N/3620522C2	PIPE EXHAUST CGI PIPE -	\$1,152.85	1		\$1,152.85
701N/3605669C3	COOLER OIL XMSN/AUX/TC	\$1,118.67	1		\$1,118.67
701N/1889321C95	HEAD,KIT, CYLINDER HD SEAL, MA	\$1,096.20	1		\$1,096.20
702N/7095681C92	VALVE,BRAKE, ASSY EXH UNDER RA	\$1,147.08	1		\$1,147.08
701D/FLTATF295GKK	SYNTHETIC ATF ALLISON TES 295	67.37	150		\$10,105.50
701N/1823281C1	BOLT,M8-1.25 X 24MM HEX FLANGE	\$5.54	80		\$443.20
701N/3535486C1	SOR - TERMINAL CABLE* 14 AWG FEMALE P	2.99	60		\$179.40
701N/3768013C1	TERMINAL, CABLE, MTA F280, 16-	0.85	50		\$42.50
701N/1698937C1	TERMINAL CABLE 20-16 AWG 1PIEC	\$1.90	25		\$47.50
701N/1889589C1	SEAL ASSY VALVE STEM	\$8.78	24		\$210.72
701D/FLTPSF32KK	FLEETRITE POWER STEERING 32OZ	\$8.86	24		\$212.64
701N/06032168309	BOLT,HEX BOLT M8X45-10.9-MAN18	\$4.82	20		\$96.40
701N/3552454C1	SCREW TAPPING M4.2 X 1.41-35MM	\$1.93	20		\$38.60
701N/931830R1	BOLT M8X20 CLASS 8.8	\$1.24	20		\$24.80
701N/3768007C1	TERMINAL, CABLE, MTA F630, 16-	\$0.86	20		\$17.20
701N/62917010831	SOR - SPACER SLEEVE 22 X 28MM	23.79	18		\$428.22
701N/3007632C1	SOR - BOLT M10 X 57 WF TORX	\$13.84	18		\$249.12
701D/R810019	KT SLACK,KIT CLEVIS SLACK ADJ	\$19.98	16		\$319.68
701N/3542142C1	WASHER GRAB HNDL MTG M8	\$2.67	16		\$42.72
701X/TXT126870120G	TERMINAL W/ LEAD	\$2.05	16		no bid

701N/3548695C1	FASTENER TRIM NYLON GROMMET	\$1.87	16		\$29.92
701N/3839141C1	FILTER HVAC AIR INLET FRESH	\$33.26	14		\$465.64
701N/1883597C1	BOLT BEARING CAP	\$27.05	14		\$378.70
701N/4043517C1	FILTER, OIL, P/S RESERVOIR	\$50.90	12		\$610.80
701N/1873884C2	BOLT CONNECTING ROD	\$11.90	12		\$142.80
701N/397256R1	CLAMP NO. 44 SHOE TYPE F HOSE	10.17	12		\$122.04
701K/3E8017	LOCKNUT		12		no-bid
701K/6V5839	WASHER-HARD		12		no-bid
701D/LF9009	L/O FLTR, FILTER-LUBE OIL	\$63.37	10		\$633.70
701X/ECCSW15	ELECTRO-MECHANICAL ACTUATION 5	\$51.15	10		no-bid
701N/2204891C1	REFLECTR, REFLECTOR TRIANGLES 2	\$31.88	10		\$318.80
701N/2506112C1	TERMINAL CABLE*FEMALE W/6LEAD	23.33	10		\$233.30
701N/1824979C1	SOR -- RING O	\$11.77	10		\$117.70
701N/1885682C1	RING O 2.2 X 9.3 ID	\$10.49	10		\$104.90
701N/3805943C1	FASTENER DOOR TRIM RETAINER	\$4.56	10		\$45.60
701N/589391C1	PLUG SEALER LOOSE PIECE	2.66	10		\$26.60
701N/3686945C1	TERMINAL CABLE MOLEX RECEPTAC	\$2.43	10		\$24.30
701N/2039342C1	LOCK CONNECTOR BODY	\$2.04	10		\$20.40
701N/3561048C1	BOLT HH FLG HD M8 X 30 METRIC	\$1.59	10		\$15.90
701N/2607909C1	PLUG SEALING	\$1.28	10		\$12.80
701N/1696229C1	BOLT HH M10 X 45MM PIN CAGE	\$0.70	10		\$7.00
701N/2592963C1	INSERT MOLDED RBR PKG OF 25	\$0.02	10		\$0.20

SHOW ONE (1) FIRM DISCOUNT: FOR BALANCE OF PRODUCT LINE FROM INTERNATIONAL U.S. PARTS LIST PRICE SCHEDULE DISCOUNT: 0 %.

Balance of product line shall also enable the user to utilize the vendors' repair services on an as needed basis with pre-approval. The state will have such work performed at 0 % discount off the vendors listed retail labor rate base. Labor rate sheet to be provided with quote. The labor rate is not part of the award and for information purposes only.

PLEASE INDICATE THE DISTRICTS IN WHICH YOU INTEND TO SUPPLY BELOW:

ONE	YES, but only next day delivery
TWO	YES
THREE	YES
FOUR	YES
FIVE	YES
SIX	YES

# ALLEGIANCE TRUCKS

ALL MAKES HOURLY  
LABOR CHARGES \$ 165.00

## INSPECTION / OTHER CHARGES:

NEW HAMPSHIRE STATE INSPECTION \$ 100.00

FEDERAL DOT STATE INSPECTION \$ 100.00

OVERWEIGHT CERTIFICATION \$ 100.00

COMPUTER HOOK UP FEE \$ 85.00

ENVIRONMENTAL CHARGES \$ 10.00

## STORAGE CHARGES

Every effort will be made to complete your service request quickly. Once you have been notified that your truck is ready, PLEASE make every effort to pick up your truck in a timely manner. Note: Customers that chose to leave their vehicles here for more than **7 BUSINESS DAYS** will be charged a storage charge of

\$ 50.00 per day (including weekends) until the vehicle is picked up.

THIS DEALERSHIP'S LABOR CHARGES ARE BASED UPON THE RATE PER HOUR LISTED ABOVE MULTIPLIED BY THE FLAT RATE HOURS PUBLISHED IN THE MANUFACTURER'S OR CHILTON'S OR MOTORS OR MITCHELL'S LABOR TIME GUIDE. FLAT RATE HOURS REFLECT AN AVERAGE TIME REQUIREMENT FOR THE PERFORMANCE OF SPECIFIC VEHICLE REPAIRS AND MAY THEREFORE MAY BE MORE OR LESS THAN THE ACTUAL CLOCK TIME IN ANY GIVEN INSTANCE. THE GUIDE WE USE IS AVAILABLE FOR REVIEW AT THE SERVICE DESK OR CASHIER'S OFFICE.