



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 20, 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 Reed Truck Services, Inc. (VC#157536), of Claremont, NH in an amount up to and not to exceed \$484,921.34 for supply and delivery of International Truck replacement parts and supplies with an option to renew for an additional two-year period, 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, will provide a supplemental source for the supply and delivery of International Truck replacement parts in tandem with the current contract (Contract #8003259) with Allegiance Trucks, LLC (VC#344045). This auxiliary contract for International Truck replacement parts through Reed Truck Services, Inc. would supply International Truck parts at a 1% discount from International Truck's major fleet pricing schedule, which results in lower pricing for 66 of the 80 items provided under the current contract (Contract #8003259). The proposed contract with Reed Truck Services, Inc. would also allow the State to secure firm fixed pricing for several key replacement parts which contract #8003259 does not provide any fixed pricing for. In addition to the lower pricing on the majority of International Truck replacement parts, this requested contract would be logistically beneficial to the New Hampshire Department of Transportation (NHDOT) by providing faster delivery times and more direct sourcing to one third of the NHDOT repair facilities because of the Reed Truck Services, Inc.'s geographical proximity.

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2822-24 on September 20, 2023 with responses due on October 4, 2023. This RFB reached 134 vendors through the NIGP electronic sourcing platform, with an additional 4 sourced directly. There was only one compliant response and one no-bid submission, with Reed Truck Services, Inc. being the one compliant respondent. To perform due diligence on behalf of the State, the BoPP reached out to sourced vendors to

understand why they did not respond to this RFB. Of those vendors, only 3 responded to the inquiry, stating that they did not or could not supply International Truck replacement parts as they were not International Truck authorized part distributors. Due to the ever-increasing age of International Trucks in the NHDOT's fleet and the estimated annual spending being based on historic purchases, the BoPP recommends including a balance of product line allowance in the amount of \$50,000 to cover any additional part needs which were not captured in the pricing index of this contract.

<b>Contract financials</b>	
Estimated annual spend	\$ 144,973.78
Estimated term spend	\$ 434,921.34
Allowance for balance of product line	\$ 50,000.00
Recommend price limitation	\$ 484,921.34

Based on the foregoing, I am respectfully recommending approval of the contract with Reed Truck Services, Inc.

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 Parts	Agency	DAS
RFB#	2822-24	Requisition#	N/A
Agent Name	Jesse Wilcox	Bid Closing	10/4/2023 @ 1:30 PM

Est. Annual Quantity	UOM	Part Number	Part Description	Reed Truck Services, Inc.		Current Contract #8003259		Unit Cost Comparison vs #8003259	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Dollar cost reduction or (increase) \$	Percent cost reduction or (-increase)
1	EA	701N/1833945C97	MANIFOLD, ASM HIGH	\$6,076.91	\$6,076.91	\$6,138.29	\$6,138.29	\$61.38	1.00%
1	EA	701N/2516371C91	KIT,ENGINE OVERHAUL	\$4,713.07	\$4,713.07	\$4,668.59	\$4,668.59	(\$44.48)	-0.95%
1	EA	702N/HOR99A9743	CLUTCH,DRIVE FAN & MTG	\$4,125.09	\$4,125.09	\$4,166.76	\$4,166.76	\$41.67	1.00%
1	EA	701N/7098211C92	HEAD, ASSY CYLINDER W/	\$4,941.54	\$4,941.54	\$4,828.27	\$4,828.27	(\$113.27)	-2.35%
1	EA	701N/2612521C91	FILTER,DIESEL	\$4,484.10	\$4,484.10	\$4,529.39	\$4,529.39	\$45.29	1.00%
1	EA	701N/2517040C92	ENGINE,KIT, ENGINE	\$3,850.67	\$3,850.67	\$3,889.57	\$3,889.57	\$38.90	1.00%
1	EA	701N/5010930R91	KIT, REMAN TURBO HP S	\$3,121.44	\$3,121.44	\$3,152.97	\$3,152.97	\$31.53	1.00%
1	EA	701N/3004741C93	KIT TURBOCHARGER 11L	\$3,641.78	\$3,641.78	\$3,678.57	\$3,678.57	\$36.79	1.00%
1	EA	701N/3663597C91	COMPRESSOR AIR TU-FLO	\$3,783.08	\$3,783.08	\$3,694.10	\$3,694.10	(\$88.98)	-2.41%
1	EA	701N/3004740C95	KIT, TURBOCHARGER 11L	\$3,334.06	\$3,334.06	\$3,367.74	\$3,367.74	\$33.68	1.00%
1	EA	701N/5010722R93	TRBOCHGR,KIT, REMAN	\$3,500.17	\$3,500.17	\$3,535.53	\$3,535.53	\$35.36	1.00%
1	EA	702N/7091546C93	MODULE, ENGINE CONTROL	\$3,586.87	\$3,586.87	\$3,623.10	\$3,623.10	\$36.23	1.00%
1	EA	701N/2513438C91	TRBOCHGR,KIT, HP TURBO	\$2,871.37	\$2,871.37	\$3,241.72	\$3,241.72	\$370.35	11.42%
1	EA	701N/5010979R1	REMAN, MODULE ECM I783	\$5,448.31	\$5,448.31	\$5,503.34	\$5,503.34	\$55.03	1.00%
1	EA	701N/5010597R93	COOLER, EGR	\$2,854.78	\$2,854.78	\$2,855.06	\$2,855.06	\$0.28	0.01%
1	EA	701N/1883086C93	CONTROL,MODULE ASSY,	\$3,420.38	\$3,420.38	\$3,454.93	\$3,454.93	\$34.55	1.00%
1	EA	701N/5010934R91	KIT, REMAN TURBO LP 4	\$2,601.34	\$2,601.34	\$2,627.62	\$2,627.62	\$26.28	1.00%
1	EA	701N/5011332R91	PUMP,KIT, REMAN HP PUMP	\$3,444.49	\$3,444.49	\$3,274.62	\$3,274.62	(\$169.87)	-5.19%
1	EA	702K/20R1176	TURBO GP	\$2,949.03	\$2,949.03	no bid	-	-	-
1	EA	701N/5011058R92	KIT, REMAN TURBO LOW	\$2,331.69	\$2,331.69	\$2,355.24	\$2,355.24	\$23.55	1.00%
1	EA	701N/7092940C91	KIT, TURBO LOW PRESSURE	\$2,023.16	\$2,023.16	\$2,043.60	\$2,043.60	\$20.44	1.00%
1	EA	701N/2506440C93	SOR - TANK FUEL 70GAL D-	\$2,265.58	\$2,265.58	\$2,288.46	\$2,288.46	\$22.88	1.00%
1	EA	701N/3816007C91	PIPE TURBO RSM HVUC	\$2,944.87	\$2,944.87	\$2,974.62	\$2,974.62	\$29.75	1.00%
1	EA	701N/5010755R94	PUMP,KIT, REMAN HIGH	\$2,236.62	\$2,236.62	\$2,259.21	\$2,259.21	\$22.59	1.00%
1	EA	701N/2604119C92	RADIATOR ALUM W/O	\$2,497.86	\$2,497.86	\$2,095.75	\$2,095.75	(\$402.11)	-19.19%
1	EA	701N/7092501C95	MANIFOLD,KIT, EXHAUST	\$2,036.87	\$2,036.87	\$2,057.44	\$2,057.44	\$20.57	1.00%
1	EA	702N/2612800C91	PURIMUFL,MODULE, DOC	\$2,124.80	\$2,124.80	\$2,218.42	\$2,218.42	\$93.62	4.22%
1	EA	701N/2604156C91	COOLER CHARGE AIR	\$2,162.53	\$2,162.53	\$2,050.72	\$2,050.72	(\$111.81)	-5.45%



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

1	EA	701N/2507025C91	TANK FUEL 70GAL LT	\$1,983.40	\$1,983.40	\$2,003.43	\$2,003.43	\$20.03	1.00%
1	EA	701N/2604461C94	RADIATOR,MM RADIATOR	\$1,921.95	\$1,921.95	\$1,941.36	\$1,941.36	\$19.41	1.00%
1	EA	701N/3541389C92	GEAR,ASM STEERING , M80	\$2,695.03	\$2,695.03	\$2,722.25	\$2,722.25	\$27.22	1.00%
1	EA	701N/2605003C1	PIPE TURBO I6 ENGINE RSM	\$2,052.44	\$2,052.44	\$2,296.13	\$2,296.13	\$243.69	10.61%
1	EA	702N/4078630C3	PIPE, TAIL, VERTICAL	\$1,873.86	\$1,873.86	\$1,892.79	\$1,892.79	\$18.93	1.00%
1	EA	701N/3005464C2	COOLER CHARGE AIR HI	\$2,004.52	\$2,004.52	\$1,886.92	\$1,886.92	(\$117.60)	-6.23%
1	EA	701N/FLTCCIWKS	CHARGE AIR-COOLER(CAC);	\$1,668.68	\$1,668.68	\$1,685.54	\$1,685.54	\$16.86	1.00%
1	EA	701K/2861157	COOLER GP-CG	\$1,906.27	\$1,906.27	no bid	-	-	-
1	EA	701N/2604196C91	RADIATOR,MM RADIATOR	\$1,876.48	\$1,876.48	\$1,648.55	\$1,648.55	(\$227.93)	-13.83%
1	EA	702N/3687178W94	DOOR,CAB RT,	\$1,941.17	\$1,941.17	\$1,960.78	\$1,960.78	\$19.61	1.00%
1	EA	701N/1878455C91	DUCT ASSY EGR & INLET	\$1,621.74	\$1,621.74	\$1,638.12	\$1,638.12	\$16.38	1.00%
1	EA	702N/3615543C92	SEAT DRIVER HI AIR SUSP	\$1,780.88	\$1,780.88	\$1,798.87	\$1,798.87	\$17.99	1.00%
1	EA	701K/2720132	MANIFOLD-EXH	\$1,782.96	\$1,782.96	no bid	-	-	-
1	EA	701N/7081861C91	COOLER ASSY OIL 466	\$1,434.42	\$1,434.42	\$1,448.91	\$1,448.91	\$14.49	1.00%
1	EA	701N/1889322C92	GASKET,CYLINDER HEAD	\$1,284.17	\$1,284.17	\$1,297.14	\$1,297.14	\$12.97	1.00%
1	EA	701N/7095683C92	MODULE,BRAKE, ASSY EXH	\$1,400.21	\$1,400.21	\$1,414.35	\$1,414.35	\$14.14	1.00%
1	EA	701N/2512559C91	BREATHER,KIT, OPEN	\$1,067.28	\$1,067.28	\$1,103.46	\$1,103.46	\$36.18	3.28%
1	EA	702N/3620522C2	PIPE EXHAUST CGI PIPE -	\$1,141.32	\$1,141.32	\$1,152.85	\$1,152.85	\$11.53	1.00%
1	EA	701N/3605669C3	COOLER OIL XMSN/AUX/TC	\$1,167.01	\$1,167.01	\$1,118.67	\$1,118.67	(\$48.34)	-4.32%
1	EA	701N/1889321C95	HEAD,KIT, CYLINDER HD	\$1,085.24	\$1,085.24	\$1,096.20	\$1,096.20	\$10.96	1.00%
1	EA	702N/7095681C92	VALVE,BRAKE, ASSY EXH	\$1,146.96	\$1,146.96	\$1,147.08	\$1,147.08	\$0.12	0.01%
150	EA	701D/FLTATF295	SYNTHETIC ATF ALLISON	\$66.70	\$10,004.45	\$67.37	\$10,105.50	\$0.67	1.00%
80	EA	701N/1823281C1	BOLT,M8-1.25 X 24MM HEX	\$5.48	\$438.77	\$5.54	\$443.20	\$0.06	1.00%
60	EA	701N/3535486C1	TERMINAL CABLE*14 AWG	\$2.96	\$177.61	\$2.99	\$179.40	\$0.03	1.00%
50	EA	701N/3768013C1	TERMINAL, CABLE, MTA	\$0.84	\$42.08	\$0.85	\$42.50	\$0.01	1.00%
25	EA	701N/1698937C1	TERMINAL CABLE 20-16	\$1.88	\$47.03	\$1.90	\$47.50	\$0.02	1.00%
24	EA	701N/1889589C1	SEAL ASSY VALVE STEM	\$8.69	\$208.61	\$8.78	\$210.72	\$0.09	1.00%
24	EA	701D/FLTPSF32K	FLEETRITE POWER	\$8.85	\$212.41	\$8.86	\$212.64	\$0.01	0.11%
20	EA	701N/06032168309	BOLT,HEX BOLT M8X45-10.9-	\$4.77	\$95.44	\$4.82	\$96.40	\$0.05	1.00%
20	EA	701N/3552454C1	SCREW TAPPING M4.2 X 1.41-	\$1.91	\$38.21	\$1.93	\$38.60	\$0.02	1.00%
20	EA	701N/931830R1	BOLT M8X20 CLASS 8.8	\$1.23	\$24.55	\$1.24	\$24.80	\$0.01	1.00%
20	EA	701N/3768007C1	TERMINAL, CABLE, MTA	\$0.85	\$17.03	\$0.86	\$17.20	\$0.01	1.00%
18	EA	701N/62917010831	SOR - SPACER SLEEVE 22 X	\$23.55	\$423.94	\$23.79	\$428.22	\$0.24	1.00%
18	EA	701N/3007632C1	SOR - BOLT M10 X 57 WF	\$13.70	\$246.63	\$13.84	\$249.12	\$0.14	1.00%
16	EA	701D/R810019	KT SLACK,KIT CLEVIS	\$19.43	\$310.94	\$19.98	\$319.68	\$0.55	2.73%
16	EA	701N/3542142C1	WASHER GRAB HNDL MTG	\$2.64	\$42.29	\$2.67	\$42.72	\$0.03	1.00%
16	EA	701X/TXT1268701	TERMINAL W/ LEAD	\$3.56	\$57.02	no bid	-	-	-
16	EA	701N/3548695C1	FASTENER TRIM NYLON	\$1.85	\$29.62	\$1.87	\$29.92	\$0.02	1.00%



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

14	EA	701N/3839141C1	FILTER HVAC AIR INLET	\$32.93	\$460.98	\$33.26	\$465.64	\$0.33	1.00%
14	EA	701N/1883597C1	BOLT BEARING CAP	\$30.04	\$420.51	\$27.05	\$378.70	(\$2.99)	-11.04%
12	EA	701N/4043517C1	FILTER, OIL, P/S RESERVOIR	\$50.39	\$604.69	\$50.90	\$610.80	\$0.51	1.00%
12	EA	701N/1873884C2	BOLT CONNECTING ROD	\$11.78	\$141.37	\$11.90	\$142.80	\$0.12	1.00%
12	EA	701N/397256R1	CLAMP NO. 44 SHOE TYPE F	\$10.07	\$120.82	\$10.17	\$122.04	\$0.10	1.00%
12	EA	701K/3E8017	LOCKNUT	\$5.48	\$65.82	no bid	-	-	-
12	EA	701K/6V5839	WASHER-HARD	\$0.60	\$7.25	no bid	-	-	-
10	EA	701D/LF9009	L/O FLTR,FILTER-LUBE OIL	\$98.84	\$988.42	\$63.37	\$633.70	(\$35.47)	-55.98%
10	EA	701X/ECCSW15	ELECTRO-MECHANICAL	\$59.50	\$594.99	no bid	-	-	-
10	EA	701N/2204891C1	REFLECTR,REFLECTOR	\$31.56	\$315.61	\$31.88	\$318.80	\$0.32	1.00%
10	EA	701N/2506112C1	TERMINAL CABLE*FEMALE	\$23.10	\$230.97	\$23.33	\$233.30	\$0.23	1.00%
10	EA	701N/1824979C1	SOR -- RING O	\$12.70	\$127.02	\$11.77	\$117.70	(\$0.93)	-7.92%
10	EA	701N/1885682C1	RING O 2.2 X 9.3 ID	\$11.32	\$113.16	\$10.49	\$104.90	(\$0.83)	-7.87%
10	EA	701N/3805943C1	FASTENER DOOR TRIM	\$4.51	\$45.14	\$4.56	\$45.60	\$0.05	1.00%
10	EA	701N/589391C1	PLUG SEALER LOOSE PIECE	\$2.63	\$26.33	\$2.66	\$26.60	\$0.03	1.00%
10	EA	701N/3686945C1	TERMINAL CABLE MOLEX	\$2.41	\$24.06	\$2.43	\$24.30	\$0.02	1.00%
10	EA	701N/2039342C1	LOCK CONNECTOR BODY	\$2.02	\$20.20	\$2.04	\$20.40	\$0.02	1.00%
10	EA	701N/3561048C1	BOLT HH FLG HD M8 X 30	\$1.57	\$15.74	\$1.59	\$15.90	\$0.02	1.00%
10	EA	701N/2607909C1	PLUG SEALING	\$1.27	\$12.67	\$1.28	\$12.80	\$0.01	1.00%
10	EA	701N/1696229C1	BOLT HH M10 X 45MM PIN	\$0.69	\$6.93	\$0.70	\$7.00	\$0.01	1.00%
10	EA	701N/2592963C1	INSERT MOLDED RBR PKG	\$0.60	\$6.04	\$0.02	\$0.20	(\$0.58)	-2919.50%

	<b>Estimated annual usage Total</b>	\$144,973.78	<b>Total cost reduction</b>	\$463.45
<b>Indicates Award</b>	<b>Estimated annual spend</b>	\$144,973.78	<b>Current contract 8003259 spend to date</b>	\$339,795.49
	<b>Estimated term spend</b>	\$434,921.34	<b>Contract 8003259 price limitation</b>	\$3,106,335.17
	<b>Add allowance for balance of product line</b>	\$50,000.00	<b>Annual Cost Savings</b>	\$1,616.40
	<b>Recommended price limitation</b>	\$484,921.34	<b>Term Cost Savings</b>	\$4,849.21

<b>Recommendation Summary</b>	
Statewide Contract or Amendment	Delivery within NHDOT Districts 2 and 4 only
Term of Contract	Governor & Executive Council Approval through 6/30/26
Price Limitation	\$484,921.34
Number of Solicitations Received	1
Number of No Bid Responses Received	1
Number of Sourced bidders	4
Number of NIGP Vendors Sourced	134
Number of non-responsive bidders	136
P-37 Checklist Complete	Yes



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

D&B Report Attached	No
Method of Payment (P-card/ACH)	P-card/ACH
FOB Delivered	Yes
New Contract Recommended Price Limitation	484,921.34
Total Cost Savings (\$/%)	\$4,849.21   1.0%

Special Notes:	This auxillary contract for Internatonal Truck parts will serve NHDOT districts 2 and 4, and provide most parts at a lower cost than the current contract (Contract 8003259). In addition to the direct cost savings, this supplementary contract will benefit the Dept of Transportation logistically due to Reeds Truck Services geographical proximity to one third of the NHDOT repair facilities throughout the State, resulting in faster part aquisition times. In an attempt to understand why the sourced bidders did not respond to the bid solicitation the BoPP reached out to vendors with a response inquiry. All of the vendors that responded to this inquiry indicated that they would be unable to provide International Truck replacement parts, as they are not an International Truck parts dealer. The term of this requested contract will allow it to expire or be rebid/extended in tandem with the current contract (Contract 8003259) for this type of commodity.
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**FORM NUMBER P-37 (version 2/23/2023)**

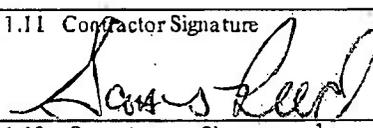
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address  25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name  Reed Truck Services, Inc.		1.4 Contractor Address PO Box 989 Claremont, NH 03743	
1.5 Contractor Phone Number 603-542-5032	1.6 Account Unit and Class  Various	1.7 Completion Date  June 30, 2026	1.8 Price Limitation  \$484,921.34
1.9 Contracting Officer for State Agency Gary S. Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 11/16/23		1.12 Name and Title of Contractor Signatory Scott G. Reed President	
1.13 State Agency Signature  Date: 11/22/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <i>Duncan A. Edgar</i> On: December 1, 2023			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *SGR*  
 Date *11/16/23*

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

**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.**

Contractor Initials SKH  
Date 11/6/23

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 SOM  
Date 11/6/23

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

Reed Truck Services, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, to supply State agencies with International Truck Parts in accordance with the bid submission in response to State Request for Bid #2822-24 and as described herein.

### 2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2822-24
- 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), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2822-24," and (5) EXHIBIT E "Contractor's Bid Response."

### 3. TERM OF CONTRACT:

The term of the contract shall commence on November 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2026, a period of approximately two and one-half (2-1/2) years.

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

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

### 4. SCOPE OF WORK:

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

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State.

### 5. 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 delay or substitution.

### 6. 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.

### 7. ORDERING PROCEDURE:

State Agencies shall place their orders by electronic order entry, by email, by facsimile or phone, or they may establish a standard ordering procedure. 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, Jesse Wilcox and sent electronic to Jesse.G.Wilcox@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 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 Contractor.

**11. DELIVERY**

The Contractor shall be required to accomplish delivery of any item ordered under the contract free of charge to any ordering agency within the districts they intend to service, as determined by their response to RFB 2822-24. Agencies may also pickup any orders at the Contractor's stocking location during the Contractors regular business hours.

**In Stock Orders:** The Contractor shall be required to deliver any in stock items ordered before 9:00AM by 2:30 PM that same day. Orders of in stock items placed after 9:00 AM shall be delivered the following business day. Balance of product line orders shall be delivered within two (2) business days from receipt of the order.

**Special Orders:** Any item that is considered a special order part and/or has an expected delivery timeline of more than two (2) business days shall be clearly expressed to the ordering party at the time of order or inquiry. 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 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 parts to the satisfaction of the State, and in conformity with the specifications and price as described herein, and under the terms of this Contract.

**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.

**14. CONFIDENTIALITY & CRIMINAL RECORD:**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials SGR

Date 11/6/23

### EXHIBIT C - METHOD OF PAYMENT

#### 15. CONTRACT PRICE:

The Contractor hereby agrees to provide International Truck parts in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$484,921.34; 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.

#### 16. PRICING STRUCTURE:

Part Number	Part Description	Unit Price	% Discount off Unit Price	Extended Price After Discount
701N/1833945C97	MANIFOLD, ASM HIGH PRESS OIL	\$6,138.29	1%	\$6,076.91
701N/2516371C91	KIT,ENGINE OVERHAUL MAXX DT	\$4,760.68	1%	\$4,713.07
702N/HOR99A9743	CLUTCH,DRIVE FAN & MTG ASM	\$4,166.76	1%	\$4,125.09
701N/7098211C92	HEAD, ASSY CYLINDER W/ VALVES	\$4,991.45	1%	\$4,941.54
701N/2612521C91	FILTER,DIESEL PARTICULATE FILT	\$4,529.39	1%	\$4,484.10
701N/2517040C92	ENGINE,KIT, ENGINE OVERHAUL 46	\$3,889.57	1%	\$3,850.67
701N/5010930R91	TRBOCHGR,KIT, REMAN TURBO HP S	\$3,152.97	1%	\$3,121.44
701N/3004741C93	TRBOCHGR,KIT TURBOCHARGER 11L	\$3,678.57	1%	\$3,641.78
701N/3663597C91	COMPRESSOR AIR TU-FLO 550	\$3,821.29	1%	\$3,783.08
701N/3004740C95	TRBOCHGR,KIT TURBOCHARGER 11L	\$3,367.74	1%	\$3,334.06
701N/5010722R93	TRBOCHGR,KIT, REMAN TURBO 466	\$3,535.53	1%	\$3,500.17
702N/7091546C93	CONTROL,MODULE, ENGINE CONTROL	\$3,623.10	1%	\$3,586.87
701N/2513438C91	TRBOCHGR,KIT, HP TURBO	\$2,900.37	1%	\$2,871.37
701N/5010979R1	CONTROL,REMAN, MODULE ECM I783	\$5,503.34	1%	\$5,448.31
701N/5010597R93	COOLER, EGR	\$2,883.62	1%	\$2,854.78
701N/1883086C93	CONTROL,MODULE ASSY, ECM	\$3,454.93	1%	\$3,420.38
701N/5010934R91	TRBOCHGR,KIT, REMAN TURBO LP 4	\$2,627.62	1%	\$2,601.34
701N/5011332R91	PUMP,KIT, REMAN HP PUMP 16CC	\$3,479.28	1%	\$3,444.49
702K/20R1176	TURBO GP	\$2,978.82	1%	\$2,949.03
701N/5011058R92	SOR -- TRBOCHGR,KIT, REMAN TURBO LOW	\$2,355.24	1%	\$2,331.69
701N/7092940C91*				
Replaced by 5012932R91	TRBOCHGR,KIT, TURBO LOW PRESSU	\$2,043.60	1%	\$2,023.16
701N/2506440C93	SOR -TANK FUEL 70GAL D-ALU STL BLK	\$2,288.46	1%	\$2,265.58
701N/3816007C91	PIPE TURBO RSM HVUC ASSY	\$2,974.62	1%	\$2,944.87
701N/5010755R94	PUMP,KIT, REMAN HIGH PRESSURE	\$2,259.21	1%	\$2,236.62
701N/2604119C92	RADIATOR ALUM W/O INTANK OC	\$2,523.09	1%	\$2,497.86
701N/7092501C95	MANIFOLD,KIT, EXHAUST MNFLD FR	\$2,057.44	1%	\$2,036.87
702N/2612800C91	PURIMUFL,MODULE, DOC ASSY-INLE	\$2,146.26	1%	\$2,124.80
701N/2604156C91	COOLER CHARGE AIR	\$2,184.37	1%	\$2,162.53
701N/2507025C91	TANK FUEL 70GAL LT (SERVICE)	\$2,003.43	1%	\$1,983.40
701N/2604461C94	RADIATOR,MM RADIATOR LTR ASSY	\$1,941.36	1%	\$1,921.95
701N/3541389C92	GEAR,ASM STEERING , M80	\$2,722.25	1%	\$2,695.03
701N/2605003C1	PIPE TURBO I6 ENGINE RSM EXHA	\$2,073.17	1%	\$2,052.44
702N/4078630C3	PIPE, TAIL, VERTICAL TAILPIPE	\$1,892.79	1%	\$1,873.86
701N/3005464C2	COOLER CHARGE AIR HI PRESS CAC	\$2,024.77	1%	\$2,004.52

701N/FLTCCIWKSTR3	CHARGE AIR COOLER(CAC); INTERN	\$1,685.54	1%	\$1,668.68
701K/2861157	COOLER GP-CG	\$1,925.53	1%	\$1,906.27
701N/2604196C91	RADIATOR,MM RADIATOR HSED W/O	\$1,895.43	1%	\$1,876.48
702N/3687178W94E	DOOR,CAB RT,	\$1,960.78	1%	\$1,941.17
701N/1878455C91	SOR -- DUCT ASSY EGR & INLET AIR MIXR	\$1,638.12	1%	\$1,621.74
702N/3615543C92	SEAT DRIVER HI AIR SUSP CLOTH	\$1,798.87	1%	\$1,780.88
701K/2720132	MANIFOLD-EXH	\$1,800.97	1%	\$1,782.96
701N/7081861C91	COOLER ASSY OIL 466	\$1,448.91	1%	\$1,434.42
701N/1889322C92	GASKET,CYLINDER HEAD GASKET KI	\$1,297.14	1%	\$1,284.17
701N/7095683C92	MODULE,BRAKE, ASSY EXH OVER RA	\$1,414.35	1%	\$1,400.21
701N/2512559C91	BREATHER,KIT, OPEN BREATHER CO	\$1,078.06	1%	\$1,067.28
702N/3620522C2	PIPE EXHAUST CGI PIPE -	\$1,152.85	1%	\$1,141.32
701N/3605669C3	COOLER OIL XMSN/AUX/TC	\$1,178.80	1%	\$1,167.01
701N/1889321C95	HEAD,KIT, CYLINDER HD SEAL, MA	\$1,096.20	1%	\$1,085.24
702N/7095681C92	VALVE,BRAKE, ASSY EXH UNDER RA	\$1,158.55	1%	\$1,146.96
701D/FLTATF295GKK	SYNTHETIC ATF ALLISON TES 295	\$67.37	1%	\$66.70
701N/1823281C1	BOLT,M8-1.25 X 24MM HEX FLANGE	\$5.54	1%	\$5.48
701N/3535486C1	SOR - TERMINAL CABLE*14 AWG FEMALE P	\$2.99	1%	\$2.96
701N/3768013C1	TERMINAL, CABLE, MTA F280, 16-	\$0.85	1%	\$0.84
701N/1698937C1	TERMINAL CABLE 20-16 AWG 1PIEC	\$1.90	1%	\$1.88
701N/1889589C1	SEAL ASSY VALVE STEM	\$8.78	1%	\$8.69
701D/FLTPSF32KK	FLEETRITE POWER STEERING 32OZ	\$8.94	1%	\$8.85
701N/06032168309	BOLT,HEX BOLT M8X45-10.9-MAN18	\$4.82	1%	\$4.77
701N/3552454C1	SCREW TAPPING M4.2 X 1.41-35MM	\$1.93	1%	\$1.91
701N/931830R1	BOLT M8X20 CLASS 8.8	\$1.24	1%	\$1.23
701N/3768007C1	TERMINAL, CABLE, MTA F630, 16-	\$0.86	1%	\$0.85
701N/62917010831	SOR - SPACER SLEEVE 22 X 28MM	\$23.79	1%	\$23.55
701N/3007632C1	SOR - BOLT M10 X 57 WF TORX	\$13.84	1%	\$13.70
701D/R810019	KT SLACK,KIT CLEVIS SLACK ADJ	\$19.63	1%	\$19.43
701N/3542142C1	WASHER GRAB HNDL MTG M8	\$2.67	1%	\$2.64
701X/TXT126870120G	TERMINAL W/ LEAD	\$3.60	1%	\$3.56
701N/3548695C1	FASTENER TRIM NYLON GROMMET	\$1.87	1%	\$1.85
701N/3839141C1	FILTER HVAC AIR INLET FRESH	\$33.26	1%	\$32.93
701N/1883597C1	BOLT BEARING CAP	\$30.34	1%	\$30.04
701N/4043517C1	FILTER, OIL, P/S RESERVOIR	\$50.90	1%	\$50.39
701N/1873884C2	BOLT CONNECTING ROD	\$11.90	1%	\$11.78
701N/397256R1	CLAMP NO. 44 SHOE TYPE F HOSE	\$10.17	1%	\$10.07
701K/3E8017	LOCKNUT	\$5.54	1%	\$5.48
701K/6V5839	WASHER-HARD	\$0.61	1%	\$0.60
701D/LF9009	L/O FLTR,FILTER-LUBE OIL	\$99.84	1%	\$98.84
701X/ECCSW15	ELECTRO-MECHANICAL ACTUATION S	\$60.10	1%	\$59.50
701N/2204891C1	REFLECTR,REFLECTOR TRIANGLES 2	\$31.88	1%	\$31.56
701N/2506112C1	TERMINAL CABLE*FEMALE W/6LEAD	\$23.33	1%	\$23.10
701N/1824979C1	SOR -- RING O	\$12.83	1%	\$12.70
701N/1885682C1	RING O 2.2 X 9.3 ID	\$11.43	1%	\$11.32

701N/3805943C1	FASTENER DOOR TRIM RETAINER	\$4.56	1%	\$4.51
701N/589391C1	PLUG SEALER LOOSE PIECE	\$2.66	1%	\$2.63
701N/3686945C1	TERMINAL CABLE MOLEX RECEPTAC	\$2.43	1%	\$2.41
701N/2039342C1	LOCK CONNECTOR BODY	\$2.04	1%	\$2.02
701N/3561048C1	BOLT HH FLG HD M8 X 30 METRIC	\$1.59	1%	\$1.57
701N/2607909C1	PLUG SEALING	\$1.28	1%	\$1.27
701N/1696229C1	BOLT HH M10 X 45MM PIN CAGE	\$0.70	1%	\$0.69
701N/2592963C1	INSERT MOLDED RBR PKG OF 25	\$0.61	1%	\$0.60

BALANCE OF PRODUCT LINE DISCOUNT:	1%
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**17. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

The items herein include the items most commonly purchased by the State. During the term of this Contract, the State may purchase other items in relation to International Truck parts and supplies from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "**15. CONTRACT PRICE**"

**18. INVOICE:**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the supplied parts to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

**19. PAYMENT:**

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

Contractor Initials SJR

Date 11/6/03

**EXHIBIT D - RFB 2822-24**

RFB #2822-24 is incorporated here within.

Contractor Initials *OR*  
Date *11/6/23*

**EXHIBIT E - CONTRACTOR'S BID**

Contractor's bid response is incorporated here within.

Contractor Initials SCA  
Date 11/6/23

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that REED TRUCK SERVICES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 22, 1993. 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: 200539

Certificate Number: 0006337506



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of October A.D. 2023.

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

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Paula J. Bergeron Office Manager  
(Name) hereby certify that I am duly elected Clerk/Secretary/Officer of  
Reed Truck Services, Inc.  
(Name of Corporation) hereby certify the following is a true copy of a vote taken at

a meeting of the Board of Directors/shareholders, duly called and held on Dec. 28, 2022  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Scott G. Reed, President  
(Name and Title) (may list more than one person) is

duly authorized to enter into contracts or agreements on behalf of  
Reed Truck Services, Inc.  
(Name of Corporation) with the State of New Hampshire and any of

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

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

DATED: 10/25/2023

ATTEST Paula J. Bergeron  
(Name & Title)  
Paula J. Bergeron  
Office Manager

The annual meeting of the Board of Directors of Reed Truck Services, Inc. was held at the offices of the corporation in Claremont, New Hampshire on the 28<sup>th</sup> day of December, 2022, immediately following the annual meeting of the shareholder. All formality of notice was waived, the sole Director being present.

Scott G. Reed, President, presided. A slate of officers was proposed and he reviewed the Corporation's performance for the year. Next, there was discussion relative to the profit sharing contribution for the year.

Upon motion duly made and seconded, it was unanimously

VOTED: That the following be elected as officers of the Corporation for the ensuing year and until their successors shall have been elected and qualified.

Scott G. Reed	President
Scott G. Reed	Treasurer
Scott G. Reed	Secretary

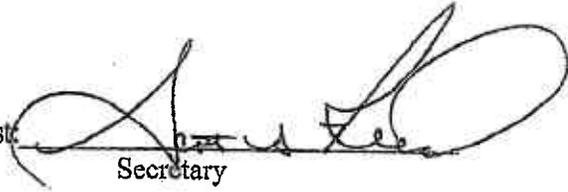
VOTED: That the Corporation make no discretionary profit sharing contribution for the calendar year ending December 31, 2022.

There being no further business to come before the meeting, it was

VOTED: To adjourn.

A true record.

Attest:

  
Secretary

The annual meeting of the shareholder of Reed Truck Services, Inc. was held at the offices of the corporation in Claremont, New Hampshire on the 28<sup>th</sup> day of December, 2022, at 2 o'clock in the afternoon. Scott G. Reed, sole shareholder, was present.

Scott G. Reed, President, presided.

Upon motion duly made and seconded, it was unanimously

VOTED: That the following be elected as Director of the Corporation for the ensuing year:

Scott G. Reed

There being no further business to come before the meeting, it was

VOTED: To adjourn.

A true record.

Attest



Secretary



New Hampshire Automobile Dealers Association  
507 South Street  
Bow, NH 03304  
Phone: 603-224-2369

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**CERTIFICATE OF COVERAGE**  
WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

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This certificate is issued to:

Reed Truck Services, Inc.  
PO Box 989  
Claremont, NH 03743

This certifies that the above business entity has Workers' Compensation Coverage required by the New Hampshire Workers' Compensation statute pursuant to the terms and conditions of the New Hampshire Automobile Dealers Association Workers' Compensation Trust Agreement and the Specific Excess Workers' Compensation and Employers' Liability policy issued to the Trust by:

Safety National Casualty Corporation  
Policy Number SP 4065909

The limits of liability under this certificate for Employers' Liability coverage are \$2,000,000 per employee, per accident, per disease.

The coverage for the above entity is effective 1/1/1994 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2023 through 1/1/2024. Termination of the certificate will be made by certified mail pursuant to the requirements of the New Hampshire Workers' Compensation statute and the New Hampshire Automobile Dealers Association Trust Agreement.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND  
CONFESSES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE  
DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE  
POLICIES LISTED ABOVE.

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N.H. AUTOMOBILE DEALERS ASSOCIATION WORKERS' COMPENSATION TRUST

By Peter Sheffer  
DIRECTOR OF WORKERS' COMPENSATION

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 10/3/2023

Company Name: Reed Truck Services, Inc.  
Address: PO Box 989  
Claremont, Nh 03743

To: Point of Contact: Jesse Wilcox  
Telephone: (603)-271-3146  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: International Truck Replacement Parts  
Bid Number: 2822-24  
Bid Posted Date (on or by): 09/20/2023  
Bid Closing Date and Time: 10/04/2023 @ 1:30PM (EST)  
Dear Mr. Wilcox,

(Insert name of signor) Scott G. Reed, on behalf of Reed Truck Services, Inc. (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2822-24 for International 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  Authorized Signor's Title President

**REQUEST FOR BID FOR INTERNATIONAL TRUCK 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 Truck 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.

The state currently has one contract for the supply of International Truck Replacement Parts to state agencies, however the State is seeking to establish additional contract(s) for the supply of International Truck Parts to provide increased delivery speeds to remote locations and additional resources for procuring International Truck Parts.

**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 email to Jesse Wilcox at [Jesse.G.Wilcox@das.nh.gov](mailto:Jesse.G.Wilcox@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.

09/20/2023	Bid Solicitation distributed on or by
09/28/2023	Last day for questions, clarifications, and/or requested changes to bid
10/04/2023	1:30 PM (EST) Bid Closing
12/01/2023	Implementation of Contract

**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(s) shall commence on December 1st, 2023 or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2026, a period of approximately two and one half (2 ½) years. This term length will allow the resulting contract(s) to be extended or rebid in tandem with existing contract(s) for the same commodity.

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 Commissioner of the Department of Administrative Services.

**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). The 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 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".*

Updated Published Price List MUST be e-mailed to [Jesse.G.Wilcox@das.nh.gov](mailto:Jesse.G.Wilcox@das.nh.gov). Price decreases shall become effective immediately as they become effective to the general trade.

**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 Jesse Wilcox at The Bureau of Procurement & Support Services and sent electronic to [Jesse.Wilcox@das.nh.gov](mailto:Jesse.Wilcox@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.
- 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
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

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:**

The contracted vendor shall supply and deliver parts as requested by the ordering agency.

During the term of this contract, agencies may also utilize the vendors' repair services on an as needed basis with pre-approval from the agency director.

Unless otherwise specified herein, all services/deliveries performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 3:00 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 accomplish delivery of any item ordered under the contract free of charge to any ordering agency within the districts they intend to service, as determined by the vendor's response on the attached offer sheet. Agencies may also pick-up any orders at the vendor's stocking location during the vendor's regular business hours.

**In Stock Orders:** The successful Vendor shall be required to deliver any in stock items ordered before 9:00AM by 2:30 PM that same day. Orders of in stock items placed after 9:00 AM shall be delivered the following business day. Balance of product line orders shall be delivered within two (2) business days from receipt of the order.

**Special Orders:** Any item that is considered a special order part and/or has an expected delivery timeline of more than two (2) business days shall be clearly expressed to the ordering party at the time of order or inquiry. 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.

**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. Quotes in lieu of a completed offer sheet will not be accepted.

Please see Attachment 1 - RFB 2822-24 Offer Sheet

**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". The balance of product line shall enable agencies to utilize the vendors' repair services on an as needed basis with pre-approval from the agency director.

**VENDOR CONTACT INFORMATION:**

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

Scott G. Reed  
Contact Person  
scott@reedtruck.com  
E-mail Address  
Reed Truck Services, Inc.  
Vendor Company Name

603-542-5032                      800-542-5032  
Local Telephone Number              Toll Free Telephone Number  
reedtruck.com  
Company Website  
PO Box 989, Claremont, NH 03743  
Vendor Address

157536  
Vendor Number

DUN 010733881 Sam N7G1CCREQF39  
DUNS and/or SAM.GOV Number

**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.

**NHDOT Mechanical Services Delivery locations**

Location	Address	District
Main Facility	33 Smokey Bear Blvd, Concord NH 03301	District 5
Lancaster Garage	647A Main st, Lancaster NH 03584	District 1
Twin Mountain Garage	502 RT 302, Twin Mountain NH 03595	District 1
Enfield Garage	8 Eastman Hill rd, Enfield NH 03748	District 2
Ossipee Garage	15 Hodson Shore rd, Ossipee NH 03814	District 3
Swanzey Garage	19 Base Hill rd, Swanzey NH 03446	District 4
North Hampton Garage	147 South rd, North Hampton NH 03862	District 6

If required, please see NH District Map for clarifications. . [MaintenanceDistrictsEngineers.mxd \(nh.gov\)](#).

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment 1: RFB 2822-24 Offer Sheet

**Note:** To be considered, bid shall be signed on the 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: 292 016 208 788

Passcode: dvSSK9

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

**Join with a video conferencing device**

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

Video Conference ID: 115 092 179 2

[Alternate VTC instructions](#)

**Or call in (audio only)**

[+1 603-931-4944,,133223482#](#) United States, Concord

Phone Conference ID: 133 223 482#

[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 SGK  
Date 10-3-23

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

**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.

## RFB 2822-24 Offer Sheet

INTERNATIONAL ENGINE LIST PRICE SCHEDULE SHALL BE USED IN DETERMINING DISCOUNTS AND UNIT PRICE AFTER DISCOUNT. \*\*NOTE\*\* OUR PARTS DISCOUNT OFFERING FOR DISTRICT 2 AND 4 IS A 1% DISCOUNT OFF INTERNATIONAL'S PUBLISHED "MAJOR FLEET" PRICE LEVEL. UTILIZING "MAJOR FLEET" VERSUS "LIST PRICE" ENSURES CONSISTENT PRICING FOR BOTH PARTIES

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.

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	1%	\$6,076.91
701N/2516371C91	KIT, ENGINE OVERHAUL MAXX DT	\$4,760.68	1	1%	\$4,713.07
702N/HOR99A9743	CLUTCH, DRIVE FAN & MTG ASM.	\$4,166.76	1	1%	\$4,125.09
701N/7098211C92	HEAD, ASSY CYLINDER W/ VALVES	\$4,991.45	1	1%	\$4,941.54
701N/2612521C91	FILTER, DIESEL PARTICULATE FILT	\$4,529.39	1	1%	\$4,484.10
701N/2517040C92	ENGINE, KIT, ENGINE OVERHAUL 46	\$3,889.57	1	1%	\$3,850.67
701N/5010930R91	TRBOCHGR, KIT, REMAN TURBO HP S	\$3,152.97	1	1%	\$3,121.44
701N/3004741C93	TRBOCHGR, KIT TURBOCHARGER 11L	\$3,678.57	1	1%	\$3,641.78
701N/3663597C91	COMPRESSOR AIR TU-FLO 550	\$3,821.29	1	1%	\$3,783.08
701N/3004740C95	TRBOCHGR, KIT TURBOCHARGER 11L	\$3,367.74	1	1%	\$3,334.06
701N/5010722R93	TRBOCHGR, KIT, REMAN TURBO 466	\$3,535.53	1	1%	\$3,500.17
702N/7091546C93	CONTROL, MODULE, ENGINE CONTROL	\$3,623.10	1	1%	\$3,586.87
701N/2513438C91	TRBOCHGR, KIT, HP TURBO	\$2,900.37	1	1%	\$2,871.37
701N/5010979R1	CONTROL, REMAN, MODULE ECM I783	\$5,503.34	1	1%	\$5,448.31
701N/5010597R93	COOLER, EGR	\$2,883.62	1	1%	\$2,854.78
701N/1883086C93	CONTROL, MODULE ASSY, ECM	\$3,454.93	1	1%	\$3,420.38
701N/5010934R91	TRBOCHGR, KIT, REMAN TURBO LP 4	\$2,627.62	1	1%	\$2,601.34
701N/5011332R91	PUMP, KIT, REMAN HP PUMP 16CC	\$3,479.28	1	1%	\$3,444.49
702K/20R1176	TURBO GP	\$2,978.82	1	1%	\$2,949.03
701N/5011058R92	SOR -- TRBOCHGR, KIT, REMAN TURBO LOW	\$2,355.24	1	1%	\$2,331.69

701N/7092940C91	TRBOCHGR,KIT, TURBO LOW PRESSU	\$2,043.60	1	1%	\$2,023.16
701N/2506440C93	SOR - TANK FUEL 70GAL D- ALU STL BLK	\$2,288.46	1	1%	\$2,265.58
701N/3816007C91	PIPE TURBO RSM HVUC ASSY	\$2,974.62	1	1%	\$2,944.87
701N/5010755R94	PUMP,KIT, REMAN HIGH PRESSURE	\$2,259.21	1	1%	\$2,236.62
701N/2604119C92	RADIATOR ALUM W/O INTANK OC	\$2,523.09	1	1%	\$2,497.86
701N/7092501C95	MANIFOLD,KIT, EXHAUST MNFLD FR	\$2,057.44	1	1%	\$2,036.87
702N/2612800C91	PURIMUFL,MODULE, DOC ASSY-INLE	\$2,146.26	1	1%	\$2,124.80
701N/2604156C91	COOLER CHARGE AIR	\$2,184.37	1	1%	\$2,162.53
701N/2507025C91	TANK FUEL 70GAL LT (SERVICE)	\$2,003.43	1	1%	\$1,983.40
701N/2604461C94	RADIATOR,MM RADIATOR LTR ASSY	\$1,941.36	1	1%	\$1,921.95
701N/3541389C92	GEAR,ASM STEERING , M80	\$2,722.25	1	1%	\$2,695.03
701N/2605003C1	PIPE TURBO I6 ENGINE RSM EXHA	\$2,073.17	1	1%	\$2,052.44
702N/4078630C3	PIPE, TAIL, VERTICAL TAILPIPE	\$1,892.79	1	1%	\$1,873.86
701N/3005464C2	COOLER CHARGE AIR HI PRESS CAC	\$2,024.77	1	1%	\$2,004.52
701N/FLTCCIWKSTR3	CHARGE AIR COOLER(CAC); INTERN	\$1,685.54	1	1%	\$1,668.68
701K/2861157	COOLER GP-CG	\$1,925.53	1	1%	\$1,906.27
701N/2604196C91	RADIATOR,MM RADIATOR HSED W/O	\$1,895.43	1	1%	\$1,876.48
702N/3687178W94E	DOOR,CAB RT,	\$1,960.78	1	1%	\$1,941.17
701N/1878455C91	SOR -- DUCT ASSY EGR & INLET AIR MIXR	\$1,638.12	1	1%	\$1,621.74
702N/3615543C92	SEAT DRIVER HI AIR SUSP CLOTH	\$1,798.87	1	1%	\$1,780.88
701K/2720132	MANIFOLD-EXH	\$1,800.97	1	1%	\$1,782.96
701N/7081861C91	COOLER ASSY OIL 466	\$1,448.91	1	1%	\$1,434.42
701N/1889322C92	GASKET,CYLINDER HEAD GASKET KI	\$1,297.14	1	1%	\$1,284.17
701N/7095683C92	MODULE,BRAKE, ASSY EXH OVER RA	\$1,414.35	1	1%	\$1,400.21
701N/2512559C91	BREATHER,KIT, OPEN BREATHER CO	\$1,078.06	1	1%	\$1,067.28
702N/3620522C2	PIPE EXHAUST CGI PIPE -	\$1,152.85	1	1%	\$1,141.32
701N/3605669C3	COOLER OIL XMSN/AUX/TC	\$1,178.80	1	1%	\$1,167.01
701N/1889321C95	HEAD,KIT, CYLINDER HD SEAL, MA	\$1,096.20	1	1%	\$1,085.24
702N/7095681C92	VALVE,BRAKE, ASSY EXH UNDER RA	\$1,158.55	1	1%	\$1,146.96
701D/FLTATF295GKK	SYNTHETIC ATF ALLISON TES 295	\$67.37	150	1%	\$10,004.45
701N/1823281C1	BOLT,M8-1.25 X 24MM HEX FLANGE	\$5.54	80	1%	\$438.77
701N/3535486C1	SOR - TERMINAL CABLE*14 AWG FEMALE P	\$2.99	60	1%	\$177.61

REPLACED BY 5012932R91

701N/3768013C1	TERMINAL, CABLE, MTA F280, 16-	\$0.85	50	1%	\$42.08
701N/1698937C1	TERMINAL CABLE 20-16 AWG 1PIEC	\$1.90	25	1%	\$47.03
701N/1889589C1	SEAL ASSY VALVE STEM	\$8.78	24	1%	\$208.61
701D/FLTPSF32KK	FLEETRITE POWER STEERING 32OZ	\$8.94	24	1%	\$212.41
701N/06032168309	BOLT, HEX BOLT M8X45- 10.9-MAN18	\$4.82	20	1%	\$95.44
701N/3552454C1	SCREW TAPPING M4.2 X 1.41-35MM	\$1.93	20	1%	\$38.21
701N/931830R1	BOLT M8X20 CLASS 8.8	\$1.24	20	1%	\$24.55
701N/3768007C1	TERMINAL, CABLE, MTA F630, 16-	\$0.86	20	1%	\$17.03
701N/62917010831	SOR - SPACER SLEEVE 22 X 28MM	\$23.79	18	1%	\$423.94
701N/3007632C1	SOR - BOLT M10 X 57 WF TORX	\$13.84	18	1%	\$246.63
701D/R810019	KT SLACK, KIT CLEVIS SLACK ADJ	\$19.63	16	1%	\$310.94
701N/3542142C1	WASHER GRAB-HNDL MTG M8	\$2.67	16	1%	\$42.29
701X/TXT126870120G	TERMINAL W/ LEAD	\$3.60	16	1%	\$57.02
701N/3548695C1	FASTENER TRIM NYLON GROMMET	\$1.87	16	1%	\$29.62
701N/3839141C1	FILTER HVAC AIR INLET FRESH	\$33.26	14	1%	\$460.98
701N/1883597C1	BOLT BEARING CAP	\$30.34	14	1%	\$420.51
701N/4043517C1	FILTER, OIL, P/S RESERVOIR	\$50.90	12	1%	\$604.69
701N/1873884C2	BOLT CONNECTING ROD	\$11.90	12	1%	\$141.37
701N/397256R1	CLAMP NO. 44 SHOE TYPE F HOSE	\$10.17	12	1%	\$120.82
701K/3E8017	LOCKNUT	\$5.54	12	1%	\$65.82
701K/6V5839	WASHER-HARD	\$0.61	12	1%	\$7.25
701D/LF9009	L/O FLTR, FILTER-LUBE OIL	\$99.84	10	1%	\$988.42
701X/ECCSW15	ELECTRO-MECHANICAL ACTUATION S	\$60.10	10	1%	\$594.99
701N/2204891C1	REFLECTR, REFLECTOR TRIANGLES 2	\$31.88	10	1%	\$315.61
701N/2506112C1	TERMINAL CABLE*FEMALE W/6LEAD	\$23.33	10	1%	\$230.97
701N/1824979C1	SOR -- RING O	\$12.83	10	1%	\$127.02
701N/1885682C1	RING O 2.2 X 9.3 ID	\$11.43	10	1%	\$113.16
701N/3805943C1	FASTENER DOOR TRIM RETAINER	\$4.56	10	1%	\$45.14
701N/589391C1	PLUG SEALER LOOSE PIECE	\$2.66	10	1%	\$26.33
701N/3686945C1	TERMINAL CABLE MOLEX RECEPTAC	\$2.43	10	1%	\$24.06
701N/2039342C1	LOCK CONNECTOR BODY	\$2.04	10	1%	\$20.20
701N/3561048C1	BOLT HH FLG HD M8 X 30 METRIC	\$1.59	10	1%	\$15.74
701N/2607909C1	PLUG SEALING	\$1.28	10	1%	\$12.67

701N/1696229C1	BOLT HH M10 X 45MM PIN CAGE	\$0.70	10	1%	\$6.93
701N/2592963C1	INSERT MOLDED RBR PRG OF 25	\$0.61	10	1%	\$6.04

SHOW ONE (1) FIRM DISCOUNT: FOR BALANCE OF PRODUCT LINE FROM INTERNATIONAL U.S. PARTS LIST PRICE SCHEDULE DISCOUNT:	1%
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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 a discounted rate from the vendors listed retail labor rate base. Labor rate sheet to be provided with quote. <u>The labor rate is not part of the award and for information purposes only.</u> Please indicate the percentage discount from your listed labor rate.	5%
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PLEASE INDICATE THE DISTRICTS IN WHICH YOU INTEND TO SUPPLY BELOW BY MARKING THE DISTRICT WITH AN "X":													
	<table border="1"> <tr> <td>ONE</td> <td></td> </tr> <tr> <td>TWO</td> <td>XX</td> </tr> <tr> <td>THREE</td> <td></td> </tr> <tr> <td>FOUR</td> <td>XX</td> </tr> <tr> <td>FIVE</td> <td></td> </tr> <tr> <td>SIX</td> <td></td> </tr> </table>	ONE		TWO	XX	THREE		FOUR	XX	FIVE		SIX	
ONE													
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THREE													
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Please refer to the District Map in the Delivery section of this RFB for clarification.													