NOTICE OF CONTRACT

CONTRACT – PART TWO - FREIGHTLINER TRUCK REPLACEMENT PARTS BY COUNTY

DATE: 7/1/18

COMMODITY: FREIGHTLINER TRUCK REPLACEMENT PARTS

NIGP CODE: 060-7400

CONTRACT #: 8002343

CONTRACTOR: FREIGHTLINER OF NH INC.
8 HORIZON DRIVE
LONDONDERRY NH 03053

CONTRACTOR #: 174642 P001

CONTACT PERSON: KEVIN CUTHBERT
Telephone No.: 800-360-5360
Telephone No.: 603-845-3137
Facsimile No.: 603-218-6117
E-Mail: kevin.cuthbert@fnh.com

EFFECTIVE FROM: July 01, 2018 through March 31, 2021

QUESTIONS: Alan Hofmann, Purchasing Manager
Phone: 603-271-2550
E-Mail: alan.hofmann@nh.gov
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 Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

CONTRACT PRICES:
The DISCOUNTS shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. PRICE INCREASES ARE ACCEPTABLE AS THE FREIGHTLINER MANUFACTURERS LIST PRICE SCHEDULE CHANGES, BUT THE DISCOUNTS WILL REMAIN FIRM.

DELIVERY TIME - ALL STATE AGENCIES
ALL STATE AGENCIES MAY PICK-UP ITEMS AT THE CONTRACTORS LOCATION IN THE SPECIFIED COUNTIES USING THE PRICING SCHEDULE AND DISCOUNTS. DELIVERY OF IN-STOCK INVENTORY SHALL BE FREE OF CHARGE WITHIN THREE (3) BUSINESS DAYS FROM THE RECEIPT OF THE ORDER WITH A $100.00 MINIMUM ORDER.

DELIVERY TIME: AFTER RECEIPT OF ORDER SHALL BE:

STOCK ITEMS FROM THE LIST:- 3-BUSINESS DAYS
AND IN-STOCK INVENTORY

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

OUT OF STOCK / BACKORDERS:
If a standard inventory item is out of stock, the contract 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 contract Vendor is stocked out at that branch or location at time of order or visit.
- All contract users are allowed to cancel any standard inventory item on back-order status without penalties or fees by giving notice to the contract Vendor.

It will be the responsibility of the contract 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.

INVOICING:
Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, contract number and contract price.

PAYMENT:
Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury
Eligible participants shall negotiate their own payment methods with Contractor.
# ALL STATE AGENCIES DISCOUNT USING FREIGHTLINER MANUFACTURERS LIST PRICE SCHEDULE

<table>
<thead>
<tr>
<th>COUNTY</th>
<th>% DISCOUNT</th>
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<tbody>
<tr>
<td>COOS</td>
<td>26%</td>
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<tr>
<td>GRAFTON</td>
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<td>CARROLL</td>
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<tr>
<td>ROCKINGHAM</td>
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FREIGHTLINER PARTS AND COMPONENTS NOT LISTED IN PRICE SCHEDULE

24% - 34%