NOTICE OF CONTRACT

COMMODITY: Automotive: GM Replacement Parts

CONTRACT NO.: 8002556 NIGP: 060-7200

VENDOR: Bank’s Chevrolet-Cadillac, Inc
137 Manchester Street
Concord, NH 03301

VENDOR #: VC # 177181 B002

CONTACT PERSON: Dave Corcoran
Tel. No: 800-447-2107
Tel. No: 603-229-4051
Fax No: 603-225-6489
E-Mail: dcorcoran@banksautos.com

EFFECTIVE FROM: July 1, 2019 Through: April 30, 2022

QUESTIONS: Alan Hofman, Purchasing Manager
Tel. No: 603-271-2550
Email: 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 TERM:
The term of the contract shall be from the date of award through JULY 1, 2019 a period of approximately THREE years to a maximum of 5 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the Bureau of Purchase and Property, with the approval of the Commissioner of the Department of Administrative Services.

TERMINATION:
The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the Contractor a thirty(30) day written notice.

CONTRACTOR PRICES:
The contract is based upon the HIGHEST PERCENTAGE FROM THE GENERAL MOTORS DEALER COST \ SCHEDULE

ABILITY TO PROVIDE:
Contractor must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this contract without any delay or substitution.
**ORDERING PROCEDURE:**
State agencies will place their orders by electronic order entry, by telephone, by e-mail, by facsimile, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

**AUDITS AND ACCOUNTING:**
The Contractor 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 contract.

At intervals during the contract term, and prior to the termination of the contract, the Contractor 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.

**DELIVERY TIME - PART 1**
The Contractor shall be required to stock the listed parts in this contract and deliver the items according to the following schedule. FOR DEPARTMENT OF TRANSPORTATION AND SAFETY AND OTHER AGENCIES IN CONCORD NH N.H. – PART 1

STOCK ITEMS: The Contractor will be required to accomplish delivery of any stock items ordered under the contract as follows:
If an order is placed for stock items before 10 AM, they shall be delivered the same day before 1:00 PM. Orders placed after 10 AM will be delivered the next business day morning. Non-stocked product items ordered under the contract shall be delivered within two (2) BUSINESS days (EXCEPT FOR FACTORY BACK ORDERS) from the receipt of the order.

**DELIVERY TIME - PART 2 - ALL STATE AGENCIES - ALL COUNTIES**
ALL STATE AGENCIES MAY PICK-UP ITEMS AT THE CONTRACTORS LOCATION USING THE CONTRACT PRICING SCHEDULE AND DISCOUNTS. DELIVERY SHALL BE FREE OF CHARGE WITHIN THREE (3) BUSINESS DAYS FROM THE RECEIPT OF THE ORDER.

**EXPRESS SHIPPING CHARGES**
The State of New Hampshire will be responsible for paying EXPRESS shipping charges on “NON-STOCK” or “SPECIAL ORDER” items not usually stocked by the Contractor if the requester deems the item urgent and approves the use of express shipping.

**ESTABLISHMENT OF ACCOUNTS:**
Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the “Delivery Time” section of this contract, as if an account already exists for them.

**RETURNED GOODS:**
The Contractor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the Contractor within five business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will 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 must be returned for full credit within fifteen days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the Contractor.
MINIMUM ORDERS: NONE

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, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

PAYMENT:
Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Visa 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 awarded vendor.

PART 1 - FOR DEPARTMENT OF TRANSPORTATION AND SAFETY AND OTHER AGENCIES IN CONCORD NH

<table>
<thead>
<tr>
<th>Part #</th>
<th>Description</th>
<th>List Price</th>
<th>% Discount</th>
<th>Unit Price After Discount</th>
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<tr>
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NOTE *: POWERTRAIN ASSEMBLIES (TRANSMISSIONS) HAVE LESS THAN 30% DISCOUNT

PART 1
SHOW ONE FIRM DISCOUNT FOR BALANCE OF PRODUCT LINE FROM GENERAL MOTORS MANUFACTURERS LIST PRICE SCHEDULE DISCOUNT 30%

PART 2
ONE FIRM DISCOUNT FROM THE GENERAL MOTORS MANUFACTURERS LIST PRICE SCHEDULE FOR ALL TEN (10) COUNTIES DISCOUNT 30%