

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT AND PROPERTY MANAGEMENT
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX, 25 CAPITOL STREET ROOM 102
CONCORD, NEW HAMPSHIRE 03301

NOTICE OF CONTRACT

DATE: MARCH 31, 2020

CONTRACT: VEHICLE REPLACEMENT PARTS AND SUPPLIES
MASS TRANSPORTATION-VEHICLE PARTS AND SUPPLIES

COUNTIES: COOS AND GRAFTON

NIGP CODE: 055-0000

CONTRACT NO.: **8002680**

CONTRACTOR: KELLEY-MACKENZIE AUTO PARTS **VENDOR #** 174143
225 UNION STREET
LITTLETON NH 03561

CONTACT PERSON: STEVEN KELLEY
Telephone No.: 444-2982
E-mail: kelleyoceallaigh@yahoo.com

EFFECTIVE FROM: April 1, 2020 through March 31, 2023

Questions: Alan Hofmann, Purchasing Manager
Phone: 603-271-2550
E-Mail: alan.hofmann@das.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 extension shall be through March 31, 2023, a period of approximately 3 years. The contract extension shall remain 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.

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.

DELIVERY TIME:

The Contractor will be required to accomplish delivery as per the following:

Agencies may pick up at the Contractor's location during the Contractor's normal business hours

CONTRACTOR'S STANDARD STOCK ITEMS –AT THE STORE LOCATION:

Orders placed for in-stock inventory before 10:00 AM, shall be delivered the same day.
After 10:00 AM shall be the next business day morning.

CONTRACTOR'S STANDARD STOCK ITEMS – DISTRIBUTION CENTER: 1-2 BUSINESS DAYS

CONTRACTOR'S STANDARD STOCK ITEMS – FACTORY: 5 BUSINESS DAYS

DELIVERY TIME - SPECIAL ORDERS:

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

OUT OF STOCK / BACKORDERS:

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

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

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.

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.

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.

USAGE REPORTING:

If requested, the Contractor shall be required to submit a quarterly report for analysis to determine contract compliance.

- I. Contract number
- II. Utilizing agency
- III. All products purchased
- IV. Showing the manufacturer, item, part number, list price and the final cost after discount.

MINIMUM ORDERS: None

COUNTY	KELLEY-MCKENZIE
COOS	X
GRAFTON	X

DISCOUNTS FOR PARTS NOT LISTED, USE THE BALANCE OF PRODUCT LINE

KELLEY-MCKENZIE		
AIR CONDITIONING	%	PRIVATE
	DISC	or MFG
PRIVATE LABEL	54	P
ALTERNATORS / STARTERS		
PRIVATE LABEL	51	P
BEARINGS		
PRIVATE LABEL	61	P
BELTS / HOSES		
PRIVATE LABEL	55	P
BRAKES- ROTORS/DRUMS		
PRIVATE LABEL	68	P
BRAKE SHOES AND PADS		
PRIVATE LABEL	56	P
CAPS AND T-STATS		
PRIVATE LABEL	53	P
ELECTRICAL AND IGNITION		
PRIVATE LABEL	63	P
EMISSIONS AND EXHAUST		
PRIVATE LABEL	57	P
ENGINE AND DRIVETRAIN		
PRIVATE LABEL	66	P
GASKETS AND SEALS		
PRIVATE LABEL	61	P
HEATING / COOLING		
PRIVATE LABEL	55	P
LAMPS, SEALED BEAMS AND BULBS		
PRIVATE LABEL	65	P

OILS AND LUBRICANTS NO CASE QUANTITIES		
PRIVATE LABEL	52	P
SAFETY AND LIGHTING, MIRRORS, LENSES		
PRIVATE LABEL	57	P
SUSPENSION SHOCKS AND STRUTS		
PRIVATE LABEL-SUSP	66	P
PRIVATE LABEL-SHOCKS	50	P
STEERING		
PRIVATE LABEL	55	P
PUMPS, FUEL AND WATER		
PRIVATE LABEL	59	P
WIPERS AND WASHERS		
PRIVATE LABEL	61	P
WIRE AND CABLE		
PRIVATE LABEL	67	P
AUTO & TRUCK ACCES & SUPPLIES NOT LISTED		
NATIONAL PRIVATE LABEL	30-70	

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WHITEFIELD NH
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