

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

NOTICE OF CONTRACT

CONTRACT – **PART TWO** - INTERNATIONAL TRUCK REPLACEMENT PARTS
ALL AGENCIES

**COUNTIES – COOS, MERRIMACK, BELKNAP,
HILLSBOROUGH AND ROCKINGHAM**

DATE: 5/18/2020

COMMODITY: INTERNATIONAL TRUCK REPLACEMENT PARTS

NIGP CODE: 060-7336

CONTRACT #: 8002693

CONTRACTOR: LIBERTY INTERNATIONAL CONTRACTOR #: 159019
1400 SOUTH WILLOW STREET
MANCHESTER NH 03103

CONTACT PERSON: DONALD MARTEL
Telephone No.: 800-562-3814 x 206
Telephone No.: 603-623-8873
Facsimile No.: 603-641-9486
E-Mail: donmartel@libertyinternationaltrucks.com

EFFECTIVE FROM: JUNE 1, 2020 through MAY 31, 2023

QUESTIONS: Alan Hofmann, Purchasing Manager
Phone: 603-271-2550
E-Mail: alan.hofmann@das.nh.gov

PART TWO
INTERNATIONAL TRUCK REPLACEMENT PARTS
ALL AGENCIES
**COUNTIES –COOS, MERRIMACK, BELKNAP,
HILLSBOROUGH AND ROCKINGHAM**

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.

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 shall include delivery and all other charges. PRICE INCREASES ARE ACCEPTABLE AS THE **INTERNATIONAL U.S. PARTS PRICE LIST * MAJOR FLEET EDITION** CHANGES, BUT THE DISCOUNTS WILL REMAIN FIRM.

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.

DELIVERY TIME- ALL STATE AGENCIES

ALL STATE AGENCIES MAY PICK-UP ITEMS AT THE CONTRACTORS LOCATION IN THE SPECIFIED COUNTIES USING THE BID PRICING SCHEDULE AND DISCOUNTS. DELIVERY OF IN-STOCK INVENTORY SHALL BE FREE OF CHARGE WITHIN ONE BUSINESS DAY 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-: **2-BUSINESS DAYS**
AND IN-STOCK INVENTORY

BALANCE OF PRODUCT LINE ITEMS ORDERED UNDER THE CONTRACT SHALL BE DELIVERED
WITHIN **FIVE (5) BUSINESS DAYS** FROM THE RECEIPT OF THE ORDER.

DELIVERY TIME - SPECIAL ORDERS:

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

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.

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. Invoicing for eligible participants will 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 = 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 Contractor.

**ALL STATE AGENCIES
DISCOUNT FROM THE INTERNATIONAL U.S. PARTS PRICE LIST
MAJOR FLEET EDITION SHALL BE USED IN DETERMINING DISCOUNTS**

<u>COUNTY</u>	<u>% DISCOUNT</u>
COOS	_____ 0% _____
MERRIMACK	_____ 0% _____
BELKNAP	_____ 0% _____
HILLSBOROUGH	_____ 0% _____
ROCKINGHAM	_____ 0% _____