

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

NOTICE OF CONTRACT

DATE: SEPTEMBER 17, 2020

COMMODITY: BATTERIES, STORAGE-AUTO, TRUCK, AND MARINE

CONTRACT #: 8002760

NIGP CODE: 060-1200

CONTRACTOR: FACTORY MOTOR PARTS VC# 304875 P001
25 NIMBLE HILL ROAD
NEWINGTON NH 03801

CONTACT PERSON: CHRIS MCCARTHY
Telephone No.: 203-512-7466
E-mail: c.mccarthy@fmpco.com

EFFECTIVE FROM: OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

QUESTIONS: Direct any questions to:
Alan Hofmann, Purchasing Manager
Phone: 603-271-2550
E-mail: alan.s.hofmann@das.nh.gov

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.

CORE EVACUATION:

Contractor shall remove all cores on a weekly basis or on a schedule agreed upon the using agency and the Contractor.

Responsibility for cores will end for the State of New Hampshire when picked up by the Contractor. All cores will be on an exchange basis with no core value.

WARRANTY REQUIREMENTS:

Warranty shall start when battery is put in service.

Agency may require rotation of stock after 6 months of being on their shelf.

CONTRACTOR WILL BE RESPONSIBLE FOR THE WARRANTY REQUIREMENTS.

CATALOGS/PRICE LISTS:

As prices increase, the Contractor will supply an updated SALES/PRICE LIST AND CATALOG to the Bureau of Purchase and Property.

ABILITY TO PROVIDE:

Contractor shall 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 shall place their orders in person, by electronic order entry, by e-mail, by facsimile, or they may establish a standard delivery order. Eligible participants shall 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.

USAGE REPORTING:

The Contractor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There shall be instances where sub-sections of an agency shall 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 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 the "Delivery Time" section of this contract, as if an account already exists for them.

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.

DELIVERY TIME:

ALL STATE AGENCIES MAY PICK-UP ITEMS AT THE CONTRACTORS LOCATION USING THE CONTRACT PRICING SCHEDULE AND DISCOUNTS.

AGENCIES LOCATED IN CONCORD NH ONLY

The Contractor shall be required to accomplish delivery of in-stock and stock items from the list within one (1) business day from the placement of the order.

DELIVERY TIME- ALL OTHER LOCATIONS

The Contractor shall be required to accomplish delivery of in-stock and stock items from the list within three (3) business days from the placement of the order.

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

PRICING:

The discounts and prices shall remain firm for one year. Price increases will be accepted after one year as the submitted price schedule changes, but the discounts will remain firm. Discounts and prices shall include delivery and all other charges.

CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS

The items in each category 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 in relation to the contract description from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges.

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:

Payments shall be made via Procurement Card (P-Card = Visa Credit Card).
 Eligible participants shall negotiate their own payment methods with Contractor.

MANUFACTURER: ACDELCO / FVP

SECTION A				FACTORY MOTOR PARTS
Line Item	BCI	Warranty	Cold Cranking Performance	Unit Price After Discount
1	4D	12	1050	\$154.86
2	4DLT	12	850	\$96.94
3	8D	12	1400	\$173.48
4	31P	18	950	\$66.77
5	31T	18	1000	\$66.92
6	75	18	700	\$55.76
			Balance of Product line	
			Discount from List Price	31-65%

MANUFACTURER: FVP

SECTION B				FACTORY MOTOR PARTS
Line Item	BCI	Warranty	Cold Cranking Performance	Unit Price After Discount
1	24	18	600	\$63.12
2	24F	18	600	\$63.12
3	27	24	850	\$83.55
4	34/78D	18	750	\$62.00
5	35	18	640	\$59.52
6	8	18	690	\$78.06
7	51	18	500	\$60.90
8	58R	18	550	\$62.43
9	65	18	820	\$71.44
10	75	18	700	\$65.05
11	78	18	700	\$65.89
12	96	18	600	\$60.96
			Balance of Product line	
			Discount from List Price	31-65%

MANUFACTURER: FVP

SECTION C				FACTORY MOTOR PARTS
Line Item	BCI	Warranty	Cold Cranking Performance	Unit Price After Discount
1	24M	12	800	\$59.96
2	27M	12	800	\$71.74
3	SRM24	12	800	\$55.53
			Balance of Product line	
			Discount from List Price	58%