

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

**NOTICE OF CONTRACT**

DATE: 3/12/14

COMMODITY: CONTRACT – CUMMINS ENGINE PARTS

CONTRACT #: 8001524

NIGP CODE: 760-2851

CONTRACTOR: LIBERTY INTERNATIONAL CONTRACTOR #: 159019 B001  
1400 SOUTH WILLOW STREET  
MANCHESTER NH 03103

CONTACT PERSON: DON MARTELL  
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EFFECTIVE FROM: March 14, 2014 to February 1, 2017

**Questions: Alan Hofmann, Purchasing Agent**  
**Phone:** 603-271-2550  
**Facsimile:** 603-271-2700  
**E-Mail:** alan.hofmann@nh.gov

**CONTRACT TERM:**

The term of the contract shall be from the date of award through **February 1, 2017** a period of approximately 3 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.

**ABILITY TO PROVIDE:**

Contractor must be capable of providing each State of New Hampshire agencies with their entire requirements of the items required in this contract and any resulting contract without any delay or substitution.

**ORDERING PROCEDURE:**

State agencies will place their orders in person, by electronic order entry, by telephone, by e-mail, by facsimile, or they may establish a standard delivery order.

**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, core returns 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. In the case of core charges credit shall be issued within 5 business days of receipt of core by the Contractor. 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.

**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.

**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.

**PART 1 - CUMMINS ENGINE REPLACEMENT PARTS AND COMPONENTS**

**DELIVERY TIME – MONDAY THROUGH FRIDAY 7:30 AM to 3:30 PM**

**F.O.B. DESTINATION**

NH DEPARTMENT OF TRANSPORTATION  
33 SMOKEY BEAR BLVD  
CONCORD NH 03301

NH DEPARTMENT OF SAFETY  
FIRE ACADEMY  
98 SMOKEY BEAR BLVD  
CONCORD NH 03301

**DELIVERY TIME – MONDAY THROUGH FRIDAY 7:30 AM to 3:30 PM**

The Contractor shall be required to stock the listed parts in this contract and deliver the items free of charge to N.H.D.O.T, Bureau of Mechanical Services and NH Department of Safety according to the following schedule. If an order is placed for the listed part numbers and in-stock inventory before 9:00 AM, they shall be delivered the next business day. Balance of product line items ordered under the contract shall be delivered free of charge within **TWO (2)** business days from the receipt of the order. The agencies may pick up at the Contractor's location during regular business hours.

**PART 2 - CUMMINS ENGINE REPLACEMENT PARTS AND COMPONENTS**

**DELIVERY TIME- ALL STATE AGENCIES**

ALL STATE AGENCIES MAY PICK-UP ITEMS AT THE CONTRACTOR'S LOCATION IN THE SPECIFIED COUNTIES USING THE CONTRACTOR'S SCHEDULE AND DISCOUNTS. DELIVERY OF IN-STOCK INVENTORY SHALL BE FREE OF CHARGE WITHIN TWO (2) BUSINESS DAYS FROM THE RECEIPT OF THE 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 AND RECONDITIONED ITEMS ORDERED UNDER THE CONTRACT SHALL BE DELIVERED WITHIN **FOUR (4)** WORKING DAYS FROM THE RECEIPT OF THE ORDER.

**CONTRACTOR 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 **CUMMINS U.S. PARTS LIST PRICE SCHEDULE** CHANGES, BUT THE DISCOUNTS WILL REMAIN FIRM.

The Contractor will not be allowed to require any other type of order, nor will the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**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

LIBERTY INTERNATIONAL				
CONTRACT - CUMMINS ENGINE PARTS				
<b>PART 1 - MECHANICAL SERVICES &amp; DEPT OF SAFETY-FIRE ACADEMY</b>				
DISCOUNT FROM CUMMINS U.S. PARTS LIST PRICE SCHEDULE				
	DESCRIPTION	LIST UNIT PRICE	PERCENT DISCOUNT	AFTER DISCOUNT
4952780	OIL PAN	1,898.26	28%	1,366.75
4024808	FUEL SHUT OFF	64.74	28%	46.61
3411756PX	INJECTOR	582.40	36%	372.74
3411765PX	INJECTOR	582.40	30%	407.68
4902921PX	INJECTOR	582.40	36%	372.74
4042573	KIT VG	450.00	28%	324.00
3102979	AIR TUBE	117.24	28%	84.41
4318947	THERMOSTAT	41.20	28%	29.66
4070529	GASKET	73.11	28%	52.65
2864516	HARNESS	127.94	28%	92.12
3069167	DRAIN	211.07	28%	151.97
3883220	GASKET	89.15	28%	64.19
4955708NX	WATER PUMP	551.00	28%	396.72
4955462RX	TURBO CHARGER	3,135.00	28%	2,257.20
4955421RX	KIT, EGR VALVE	1,111.50	28%	800.28
BALANCE OF PRODUCT LINE FOR PART 1				15%
<b>PART 2 -- ALL OTHER STATE AGENCIES</b>				
DISCOUNT FROM CUMMINS U.S. PARTS LIST PRICE SCHEDULE				
ALL COUNTIES				12%