

STATE OF NEW HAMPSHIRE  
DEPT. OF ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
CONCORD, NEW HAMPSHIRE 03301

DATE: MARCH 19, 2015

NOTICE OF CONTRACT

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

**COUNTIES:** GRAFTON, CARROLL, SULLIVAN, MERRIMACK, BELKNAP, HILLSBOROUGH  
ROCKINGHAM

**CONTRACT NO.:** 8001694

**NIGP CODE:** 055-0000

**CONTRACTOR:** ADAMSON INDUSTRIES                      **VENDOR #** 162063  
45 RESEARCH DRIVE  
HAVERHILL MA01832

**CONTACT PERSON:** ANNE HORGAN

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**EFFECTIVE FROM:** April 1, 2015 through March 31, 2018  
Not to exceed March 31, 2020

**Questions:** Alan Hofmann, Purchasing Manager

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**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 through March 31, 2018, 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.

**CONTRACT PRICES:**

Contract prices must be in US dollars and must include delivery and all other costs required. Prices should result in prices that are no higher than those charged to the Contractor's best/preferred customer.

**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 LIST PRICE SCHEDULE CHANGES, BUT THE DISCOUNTS WILL REMAIN FIRM. The Contractor shall submit a list price schedule for all manufacturers that they are awarded a contract for within 30 days of the notification of the contract. The Bureau of Purchase and Property Contract Manager shall be notified of all price increases.**

**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.

**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.

**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	ADAMSON	
COOS		
GRAFTON	X	
CARROLL	X	
SULLIVAN	X	
MERRIMACK	X	
BELKNAP	X	
STRAFFORD	X	
CHESHIRE		
HILLSBOROUGH	X	
ROCKINGHAM	X	

THE PERCENTAGES REFLECT WHAT THE AGENCY WILL RECEIVE FOR A DISCOUNT FOR PARTS THAT ARE LISTED.

	<b>ADAMSON</b>	
	%	PRIVATE
<b>BRAKE SHOES AND PADS</b>		
FLEET PHYSICS	10.00	MFG