

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

102 m/c

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

November 8, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Banks Chevrolet-Cadillac, LLC (VC#177181), Concord, NH in an amount up to and not to exceed \$619,415.14 for supply and delivery of General Motors (GM) genuine replacement parts with the option to renew for up to two years effective upon Governor and Executive Council approval through October 31, 2028.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued a request for bid (RFB#2796-24) for GM genuine replacement parts on August 15, 2023, with responses due on August 29, 2023. This RFB reached 136 vendors through the NGIP electronic sourcing platform with an additional 13 vendors directly sourced. There were two compliant responses received with Banks Chevrolet-Cadillac, LLC having submitted the lowest offer and providing the State with a 30% discount from General Motors list price on GM genuine replacement parts as represented on the provided sample set of the 36 most commonly purchased parts.

The requested contract is essential for the State because of the frequency of need for GM genuine replacement parts for General Motors vehicles that are not available through retail or aftermarket vehicle parts stores. The ability to procure replacement parts at a 30% discount from General Motors list price represents a potential cost avoidance of \$185,824.54 over the requested contract term. The absence of this contract would result in both increased administrative and operational costs related to the procurement of GM genuine replacement parts.

The Governor and Executive Council approved the Department of Safety's request to purchase 122 Chevrolet Tahoe Police Pursuit Vehicles on August 2, 2023, item #81A. This

addition of GM vehicles to the Department of Safety's fleet will increase the amount of GM vehicles in the statewide fleet by approximately 18%. The addition of these GM vehicles to the fleet will directly correlate to an increased need for GM genuine replacement parts of the same percentage, a predicted \$94,487.04 over the contract term. This increase was taken into consideration for determining the price limitation for this requested contract with Banks Chevrolet-Cadillac, LLC.

<b>Contract financials</b>	
Previous contract average annual spend	\$104,985.62
Previous contract term spend	\$524,928.10
Net increase for contract term	\$94,487.04
Recommended new price imitation	\$619,415.14

*Note: Previous contract was a 3-year term that has been mathematically adjusted to a 5-year term for comparison.*

Based on the foregoing, I am respectfully recommending approval of the contract with Banks Chevrolet-Cadillac, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



RFB Bid Summary

Bid Description	Contract: General Motors (GM) Genuine Replacement Parts	Agency	Statewide
RFB#	2796-24	Requisition#	N/A
Agent Name	Jesse Wilcox	Bid Closing	8/29/2023 @ 10:00 AM

Annual Est Qty	Part #	Part Description	Bank's Chevrolet-Cadillac, LLC			Quirk Chevrolet		
			List Price	Discount	Delivered Extended Cost	List Price	Discount	Delivered Extended Cost
4	85584364	PIPE,TRANSMISSION FLUID COOLER	\$ 75.56	30%	\$ 211.57	\$ 75.56	32%	\$ 205.52
2	24284096	TRANSMISSION,AUTOMATIC	\$ 4,028.42	Cost +\$100.00	\$ 6,645.48	\$ 4,028.42	\$150 OVER COST	\$ 6,745.48
4	84603326	BAR,FRONT BUMPER IMPACT	\$ 847.57	30%	\$ 2,373.20	\$ 847.57	32%	\$ 2,305.39
4	84603333	FASCIA,FRONT BUMPER LOWER	\$ 462.62	30%	\$ 1,295.34	\$ 462.62	32%	\$ 1,258.33
8	84738616	HEADLAMP, - LH	\$ 713.48	30%	\$ 3,995.49	\$ 1,046.98	32%	\$ 5,695.57
6	84738617	HEADLAMP, - RH	\$ 729.90	30%	\$ 3,065.58	\$ 1,046.98	32%	\$ 4,271.68
2	84944540	MIRROR,OUTSIDE REAR VIEW - RH	\$ 531.93	30%	\$ 744.70	\$ 531.93	32%	\$ 723.42
6	84944539	MIRROR,OUTSIDE REAR VIEW - LH	\$ 531.93	30%	\$ 2,234.11	\$ 531.93	32%	\$ 2,170.27
3	84308851	LAMP,REAR STOP - RH	\$ 695.00	30%	\$ 1,459.50	\$ 695.00	32%	\$ 1,417.80
3	84308850	LAMP,REAR STOP - LH	\$ 695.00	30%	\$ 1,459.50	\$ 695.00	32%	\$ 1,417.80
1	23253704	REGULATOR, FRONT SIDE DOOR - RH	\$ 205.90	30%	\$ 144.13	\$ 205.90	32%	\$ 140.01
2	13546475	LATCH, FRONT SIDE DOOR - LH	\$ 170.37	30%	\$ 238.52	\$ 170.37	32%	\$ 231.70
2	84686127	AIRBAG, STEERING WHEEL	\$ 148.92	30%	\$ 208.49	\$ 148.92	32%	\$ 202.53
3	13237352	PEDAL, ACCELERATOR	\$ 151.46	30%	\$ 318.07	\$ 151.46	32%	\$ 308.98
2	84904758	HARNES, FRONT SEAT WIRING - LH	\$ 142.92	30%	\$ 200.09	\$ 142.92	32%	\$ 194.37
2	84174899	HARNES, FRONT SEAT BACK WIRING - LH	\$ 109.56	30%	\$ 153.38	\$ 109.56	32%	\$ 149.00
1	19355794	TENSIONER KIT, DRVER SEAT BELT	\$ 161.67	30%	\$ 113.17	\$ 155.45	32%	\$ 105.71
2	23105646	PAD, FRONT SEAT CUSHION - LH	\$ 29.83	30%	\$ 41.76	\$ 29.83	32%	\$ 40.57
5	19420288	CONVERTER, THREE-WAY CATALYTIC	\$ 2,760.00	30%	\$ 9,660.00	\$ 2,760.00	32%	\$ 9,384.00
10	84665238	MUFFLER ASSEMBLY	\$ 854.12	30%	\$ 5,978.84	\$ 854.12	32%	\$ 5,808.02
3	19434265	ENGINE ASSEMBLY	\$ 6,512.22	Cost +\$100.00	\$ 17,883.00	\$ 6,512.22	\$150 OVER COST	\$ 18,033.00
5	19431764	AUTOMATIC TRANSMISSION	\$ 4,401.56	Cost + \$100.00	\$ 18,106.25	\$ 4,401.56	\$150 OVER COST	\$ 18,356.25
6	87842734	HEADLAMP, LH	\$ 1,257.48	30%	\$ 5,281.42	\$ 1,257.48	32%	\$ 5,130.52
6	87842735	HEADLAMP, RH	\$ 1,257.48	30%	\$ 5,281.42	\$ 1,257.48	32%	\$ 5,130.52
13	84186718	RADIATOR	\$ 565.03	30%	\$ 5,141.77	\$ 565.03	32%	\$ 4,994.87
9	84802253	AC CONDENSER	\$ 245.65	30%	\$ 1,547.60	\$ 208.37	32%	\$ 1,275.22
10	85132191	TRANSMISSION COOLER LINES	\$ 125.35	30%	\$ 877.45	\$ 125.35	32%	\$ 852.38
10	84791853	ENGINE COOLER LINES	\$ 93.88	30%	\$ 657.16	\$ 93.88	32%	\$ 638.38
7	12629337	EXHAUST MANIFOLD, LH	\$ 192.67	30%	\$ 944.08	\$ 192.67	32%	\$ 917.11
5	12629338	EXHAUST MANIFOLD, RH	\$ 192.18	30%	\$ 672.63	\$ 192.18	32%	\$ 653.41
20	12657093	EXHAUST MANIFOLD GASKET	\$ 17.77	30%	\$ 248.78	\$ 17.77	32%	\$ 241.67
10	84869190	FRONT WHEEL BEARING	\$ 332.42	30%	\$ 2,326.94	\$ 332.42	32%	\$ 2,260.46
12	24236933	TRANSMISSION FILTER	\$ 67.03	30%	\$ 563.05	\$ 67.03	32%	\$ 546.96
12	24224781	TRANSMISSION PAN GASKET	\$ 34.26	30%	\$ 287.78	\$ 34.26	32%	\$ 279.56
8	84143540	ALTERNATOR	\$ 609.83	30%	\$ 3,415.05	\$ 609.83	32%	\$ 3,317.48
6	84611502	AUXILIARY BATTERY RELAY	\$ 285.82	30%	\$ 1,200.44	\$ 285.82	32%	\$ 1,166.15

<b>Combined Total Cost After Discount</b>		<b>\$104,975.72</b>		<b>\$106,570.09</b>
Estimated annual spend without contract discount	\$161,047.94		Estimated annual cost avoidance	\$37,164.91
Estimated term spend without contract discount	\$805,239.68		Estimated term cost avoidance	\$185,824.54
<b>Estimated annual spend</b>	\$123,883.03		<b>Previous contract annual spend</b>	\$104,985.62
<b>Estimated term spend</b>	\$619,415.14		<b>Previous contract term spend</b>	\$524,928.10
<b>Recommended price limitation</b>	\$619,415.14		<b>Net cost increase</b>	\$94,487.04

Recommendation Summary	
Statewide Contract or Amendment	Yes
Term of Contract	5 Years
Price Limitation	\$619,415.14
Number of Solicitations Received	2
Number of Sourced bidders	13
Number of NIGP Vendors Sourced	136
Number of non-responsive bidders	147
P-37 Checklist Complete	Yes



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

D&B Report Attached	No	
Method of Payment (P-card/ACH)	P-card/ACH	
FOB Delivered	Yes	
Expired Contract Term Spending	\$524,928.10	
Total Cost increase (\$/%)	\$94,487.04	17.999997%

	<b>Indicates Award</b>	
Special Notes:	The term of the previous contract was 3 years but for ease of comparison it was mathematically adjusted to a 5 year term. In light of the recent increase of GM vehicles to the DOS State Police Fleet in conjunction with contract usage research it was determined that spending against this contract will increase by approximately 18%, and this increase was taken into account when determining the recommended contract price limitation. The ability to purchase these needed parts at a 30% discount represents a potential cost avoidance of \$185,824.54 over the term of the proposed contract	



**FORM NUMBER P-37 (version 2/23/2023)**

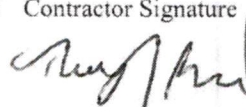
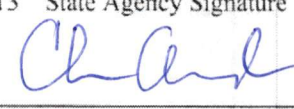
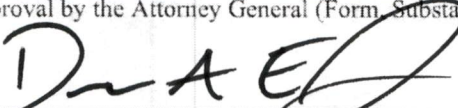
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address  25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name  Banks Chevrolet-Cadillac, LLC		1.4 Contractor Address  137 Manchester Street, Concord NH 03301	
1.5 Contractor Phone Number  603-229-4057	1.6 Account Unit and Class  Various	1.7 Completion Date  10/31/2028	1.8 Price Limitation  \$619,415.14
1.9 Contracting Officer for State Agency Gary S. Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature   Date: 9-27-23		1.12 Name and Title of Contractor Signatory  Tracy J. Banks, Manager	
1.13 State Agency Signature   Date: 10/17/23		1.14 Name and Title of State Agency Signatory  Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form Substance and Execution) <i>(if applicable)</i>  By:  On: 11/6/23			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL OPPORTUNITY EMPLOYMENT.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials MB  
Date 9-27-03



#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials TD  
Date 9-27-23

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Banks Chevrolet-Cadillac, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Services in accordance with the bid submission in response to State Request for Bid 2976-24 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2796-24
- f. EXHIBIT E Contractors Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2796-24," (5) EXHIBIT E "Contractors Bid Response"

**3. TERM OF CONTRACT**

The term of the contract shall commence on November 1st, 2023 or upon approval of the Governor and Executive Council, whichever is later, through October 31<sup>st</sup>, 2028, a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

**4. SCOPE OF WORK**

Contractor shall provide and deliver all parts listed under the following tables in accordance with all requirements, terms and conditions listed herein.

See Exhibit C for pricing.

Except as otherwise provided in this Scope of Services, all deliveries performed under this Contract shall be performed between the hours of 7:00 A.M. and 3:30 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the

Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

## **5. USAGE REPORTING**

The Contractor shall submit a quarterly report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jesse Wilcox and sent electronic to [Jesse.G.Wilcox@das.nh.gov](mailto:Jesse.G.Wilcox@das.nh.gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

## **6. 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 successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

## **7. ESTABLISHMENT OF ACCOUNTS**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor 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 this bid invitation, as if an account already exists for the agency.

## **8. DELIVERY TIME**

### **DELIVERY TIME PART 1: ALL STATE AGENCIES IN CONCORD AREA**

#### **Contractors Standard Stock Items at 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.

#### **Contractors Standard Stock Items at Factory:** Delivered within 5 Business Days

### **DELIVERY TIME PART 2: ALL STATE AGENCIES IN ALL COUNTIES EXCEPT COOS COUNTY**

#### **Contractors Standard Stock Items at Store Location:** Delivered within 2 Business Days

#### **Contractors Standard Stock Items at Factory:** Delivered within 7 Business Days



**Delivery Time on 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 Vendor's responsibility to maintain communication with the "special order product" manufacturer to insure the special order item meets the stated delivery time. If the contract Vendor is notified by the manufacturer of an extended lead time over the original time quoted, the Vendor 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 contract Vendor 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.

**9. RETURNED GOODS:**

The successful Vendor 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 successful Vendor 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 successful Vendor.

**10. WARRANTY REQUIREMENTS**

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

**11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide parts to the satisfaction of the State and in accordance with the specifications and at the Price set forth herein.

Contractor Initials   TAP    
Date   9-27-03

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide General Motors Genuine Replacement Parts as requested by agencies in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$619,415.14; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**3. MINIMUM ORDERS**

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

**3. PRICING STRUCTURE**

<b>Table 1: Discount for Balance of Product Line from General Motors Manufacturers List Price Schedule</b>	<b>% DISCOUNT</b>
	30%

Table 2: 2021 Chevrolet Silverado 2500 HD parts				
PART #	DESCRIPTION	MANUFACTURER LIST PRICE	DISCOUNT	UNIT PRICE AFTER DISCOUNT
85584364	PIPE, TRANSMISSION FLUID COOLER INLET & OUTLET	\$ 75.56	30%	\$ 52.89
24284096	TRANSMISSION, AUTOMATIC	\$ 4,028.42	Dealer Cost + \$100.00	\$ 3,322.74
84603326	BAR, FRONT BUMPER IMPACT	\$ 847.57	30%	\$ 593.30
84603333	FASCIA, FRONT BUMPER LOWER	\$ 462.62	30%	\$ 323.83
84738616	HEADLAMP, - LH	\$ 713.48	30%	\$ 499.44
84738617	HEADLAMP, - RH	\$ 729.90	30%	\$ 510.93
84944540	MIRROR, OUTSIDE REAR VIEW - RH	\$ 531.93	30%	\$ 372.35
84944539	MIRROR, OUTSIDE REAR VIEW - LH	\$ 531.93	30%	\$ 372.35
84308851	LAMP, REAR STOP - RH	\$ 695.00	30%	\$ 486.50
84308850	LAMP, REAR STOP - LH	\$ 695.00	30%	\$ 486.50
23253704	REGULATOR, FRONT SIDE DOOR - RH	\$ 205.90	30%	\$ 144.13
13546475	LATCH, FRONT SIDE DOOR - LH	\$ 170.37	30%	\$ 119.26
84686127	AIRBAG, STEERING WHEEL	\$ 148.92	30%	\$ 104.24
13237352	PEDAL, ACCELERATOR	\$ 151.46	30%	\$ 106.02
84904758	HARNES, FRONT SEAT WIRING - LH	\$ 142.92	30%	\$ 100.04
84174899	HARNES, FRONT SEAT BACK WIRING - LH	\$ 109.56	30%	\$ 76.69
19355794	TENSIONER KIT, DRIVER SEAT BELT (RETRACTOR SIDE)	\$ 161.67	30%	\$ 113.17
23105646	PAD, FRONT SEAT CUSHION - LH	\$ 29.83	30%	\$ 20.88

Contractor Initials TD  
Date 9-27-23

Table 3: 2018 Chevrolet Tahoe PPV Parts				
PART #	DESCRIPTION	MANUFACTURER LIST PRICE	DISCOUNT	UNIT PRICE AFTER DISCOUNT
1942288	CONVERTER, THREE-WAY CATALYTIC	\$ 2,760.00	30%	\$ 1,932.00
84665238	MUFFLER ASSEMBLY	\$ 854.12	30%	\$ 597.88
19434265	ENGINE ASSEMBLY	\$ 6,512.22	Dealer Cost + \$100.00	\$ 5,961.00
19431764	AUTOMATIC TRANSMISSION	\$ 4,401.56	Dealer Cost + \$100.00	\$ 3,621.25
87842734	HEADLAMP, LH	\$ 1,257.48	30%	\$ 880.24
87842735	HEADLAMP, RH	\$ 1,257.48	30%	\$ 880.24
84186718	RADIATOR	\$ 565.03	30%	\$ 395.52
84802253	AC CONDENSER	\$ 245.65	30%	\$ 171.96
85132191	TRANSMISSION COOLER LINES	\$ 125.35	30%	\$ 87.75
84791853	ENGINE COOLER LINES	\$ 93.88	30%	\$ 65.72
12629337	EXHAUST MANIFOLD, LH	\$ 192.67	30%	\$ 134.87
12629338	EXHAUST MANIFOLD, RH	\$ 192.18	30%	\$ 134.53
12657093	EXHAUST MANIFOLD GASKET	\$ 17.77	30%	\$ 12.44
84869190	FRONT WHEEL BEARING	\$ 332.42	30%	\$ 232.69
24236933	TRANSMISSION FILTER	\$ 67.03	30%	\$ 46.92
24224781	TRANSMISSION PAN GASKET	\$ 34.25	30%	\$ 23.98
84143540	ALTERNATOR	\$ 609.83	30%	\$ 426.88
84611502	AUXILIARY BATTERY RELAY	\$ 285.82	30%	\$ 200.07

#### **CONTRACTORS'S BALANCE OF PRODUCT LINE ITEMS**

The items in the Offer Section 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 that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

#### **4. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

#### **5. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT D**

RFB #2796-24 is incorporated here within.

Contractor Initials TD  
Date 7-27-23

7

**EXHIBIT E**

Contractor's bid is incorporated here within

Contractor Initials   JD    
Date   9-27-73

# State of New Hampshire

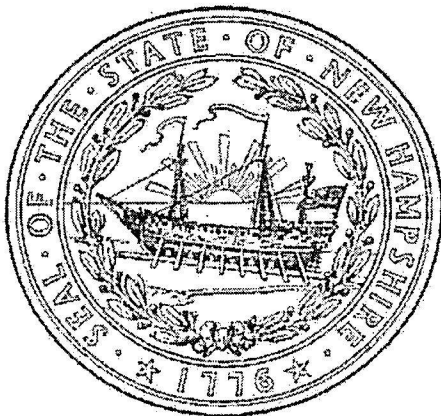
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BANKS CHEVROLET-CADILLAC, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 07, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 23705

Certificate Number: 0006316775



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**ACTION BY WRITTEN CONSENT OF THE SOLE MANAGER**

— OF —

**BANKS CHEVROLET-CADILLAC, LLC**

I, Tracy J. Banks, certify I am the sole manager of Banks Chevrolet-Cadillac, LLC (the "Company") and hereby consent to the adoption of the following resolutions:

RESOLVED, that it is in the best interests of the Company to enter into the transactions contemplated by that certain Agreement (the "Agreement") for the sale of automotive parts and other services ancillary thereto to the State of New Hampshire upon the terms and conditions set forth therein, said Agreement being awarded to the Company as the result of State of New Hampshire Bid No. 2796-24;

RESOLVED, that the terms and conditions of the Agreement are hereby authorized, accepted, and approved;

RESOLVED, that a facsimile or portable document format (PDF) signature on these resolutions shall be equivalent to, and have the same force and effect as, an original signature; and

RESOLVED, that the foregoing resolutions shall take effect on October <sup>26<sup>th</sup></sup>, 2023.

  
\_\_\_\_\_  
Tracy J. Banks, Sole Manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Zurich - Account Service Center  
7045 College Blvd.  
Overland Park, KS 66211  
Fax: 888-734-6776 Ph: 877-225-5276

CONTACT NAME: Zurich - Account Service Center  
PHONE (A/C No. EXT): 877-225-5276 FAX (A/C No): 888-734-6776  
E-MAIL ADDRESS: service.center@zurichna.com

INSURED M021175684  
Banks Chevrolet-Cadillac, LLC  
137 MANCHESTER ST  
CONCORD, NH 03301

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Guarantee and Liability Ins. Co.	26247
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	ADM6133346-00	06/01/2023	06/01/2024	EACH OCCURENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	ADM 6133346-00	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	AUC 6449713-00	06/01/2023	06/01/2024	EACH OCCURENCE \$10,000,000 AGGREGATE \$30,000,000 PRODUCTS-COMP/OP AGG \$30,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers - Direct Coverage	<input type="checkbox"/>	<input type="checkbox"/>	ADM6133346-00	06/01/2023	06/01/2024	Total Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reason for Certificate: State Requirement

30 Day notice of cancellation applies, except for cancellation due to non payment of premium.  
See Additional Remarks Schedule Attached

**CERTIFICATE HOLDER**

STATE OF NEW HAMPSHIRE, ADMINISTRATIVE SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
25 CAPITOL STREET, ROOM 102  
CONCORD, NH 03301  
Attn:  
Fax:

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Zurich - Account Service Center		<b>NAMED INSURED</b> Banks Chevrolet-Cadillac, LLC. 137 MANCHESTER ST CONCORD, NH 03301	
<b>POLICY NUMBER</b> ADM6133346-00			
<b>CARRIER</b> American Guarantee and Liability Ins. Co.	<b>NAIC CODE</b> 26247	<b>EFFECTIVE DATE:</b> 06/01/2023	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25      FORM TITLE: Certificate of Liability Insurance

Products - Completed Operations Aggregate of \$3,000,000 applies to the Garage Liability.

New Hampshire Automobile Dealers Association  
507 South Street  
Bow, NH 03304  
Phone: 603-224-2369

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**CERTIFICATE OF COVERAGE**  
WORKER'S COMPENSATION & EMPLOYER'S LIABILITY

---

This certificate is issued to:

Banks Chevrolet-Cadillac-Buick-GMC  
137 Manchester Street  
PO Box 473  
Concord, NH 03301

This certifies that the above business entity has Workers' Compensation Coverage required by the New Hampshire Workers' Compensation statute pursuant to the terms and conditions of the New Hampshire Automobile Dealers Association Workers' Compensation Trust Agreement and the Specific Excess Workers' Compensation and Employers' Liability policy issued to the Trust by:

Safety National Casualty Corporation  
Policy Number SP 4065909

The limits of liability under this certificate for Employers' Liability coverage are \$2,000,000 per employee, per accident, per disease.

The coverage for the above entity is effective 11/1/1982 through an indefinite expiration date. The policy term for the excess coverage is 1/1/2023 through 1/1/2024. Termination of the certificate will be made by certified mail pursuant to the requirements of the New Hampshire Workers' Compensation statute and the New Hampshire Automobile Dealers Association Trust Agreement.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND  
CONFESSES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE  
DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE  
POLICIES LISTED ABOVE.

N.H. AUTOMOBILE DEALERS ASSOCIATION WORKERS' COMPENSATION TRUST

By Peter Sheffer  
DIRECTOR OF WORKERS' COMPENSATION

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 8-17-23

Company Name: Banks Chevrolet Cadillac LLC  
Address: 167 Manchester St  
Concord NH 03301

To: Point of Contact: Jesse Wilcox  
Telephone: (603)-271-3146  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Contract: General Motors (GM) Genuine Replacement Parts  
Bid Number: 2796-24  
Bid Posted Date (on or by): 8/15/2023  
Bid Closing Date and Time: 8/29/2023 @ 10:00 AM (EST)

Dear Mr. Wilcox,

[Insert name of signor] William Jasak on behalf of Banks Chevrolet [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2796-24 for GM Genuine Replacement Parts at the price(s) quoted herein in complete accordance with the bid.

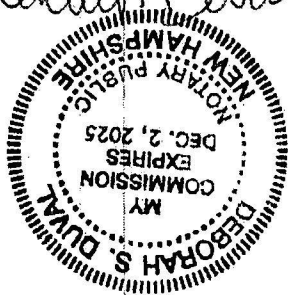
Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-e within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature [Signature] Authorized Signor's Title OTM

Deborah S. Duval



Contractor Initials [Signature]  
Date \_\_\_\_\_

8-17-23

REQUEST FOR BID FOR GM GENUINE REPLACEMENT PARTS FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:

The purpose of this bid invitation is to establish a contract for supply and delivery of GM Genuine Replacement Parts to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to Jesse Wilcox at Jesse.G.Wilcox@das.nh.gov.

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is: https://apps.das.nh.gov/bidscontracts/bids.aspx.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

8/15/2023	Bid Solicitation distributed on or by
08/24/2023	Last day for questions, clarifications, and/or requested changes to bid
08/29/2023	1:30 PM (EST) Bid Closing
11/01/2023	Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

Contractor Initials \_\_\_\_\_ Date \_\_\_\_\_

Handwritten signature and date: 8-17-23

**CONTRACT TERM:**

The term of the contract shall commence on November 1<sup>st</sup>, 2023 or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2028, a period of approximately five (5) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

**CONTRACT AWARD:**

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the highest discount from General Motors Manufacturer's List Price. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

The awards of the contracts shall be based upon the combined total cost after discount from the General Motors Manufacturers List Price Schedule. **YOU MUST BID ON ALL PARTS LISTED ON OFFER SHEET TO BE CONSIDERED COMPLIANT.**

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

Contractor Initials W  
Date \_\_\_\_\_

8-17-23



- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>.
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade.

Updated Published Price List MUST be e-mailed to [Jesse.G.Wilcox@das.nh.gov](mailto:Jesse.G.Wilcox@das.nh.gov).

**AUDITS AND ACCOUNTING:**

The successful Vendor 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 bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor 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.

**ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

**USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to [Jesse Wilcox](mailto:Jesse.Wilcox) at The Bureau of Procurement & Support Services and sent electronic to [Jesse.G.Wilcox@das.nh.gov](mailto:Jesse.G.Wilcox@das.nh.gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor 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 this bid invitation, as if an account already exists for the agency.

**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 successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**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 the successful Vendor.

Contractor Initials       
Date     

8-17-23

**INVOICING:**

Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidcontracts/bids.aspx>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SPECIFICATION COMPLIANCE:**

Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

*The manufacturers and/or product numbers indicated are the only ones that are acceptable under this section.*

**SPECIFICATIONS:**

Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

All parts offered by the successful vendor shall be General Motors (GM) Genuine Original Equipment replacement parts only, with no aftermarket equivalent parts or other-brand substitutions allowed.

**SCOPE OF WORK:**

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

Unless otherwise specified herein, all deliveries performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 3:30 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

**WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

Contractor Initials       
Date     

*CUU*

*8-17-23*

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

**NON-EXCLUSIVE CONTRACT:**

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

**DELIVERY TIME:**

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

Agencies may pick up at the Vendors location during Vendors normal business hours.

**For successful vendors located in Merrimack or Hillsboro Counties both DELIVERY TIME PART 1 and PART 2 apply.**

**DELIVERY TIME PART 1: ALL STATE AGENCIES IN CONCORD AREA**

**Vendors Standard Stock Items at 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.

**Vendors Standard Stock Items at Factory:** Delivered within 5 Business Days

**For successful vendors in all other Counties only DELIVERY TIME PART 2 applies.**

**DELIVERY TIME PART 2: ALL STATE AGENCIES IN ALL COUNTIES**

**Vendors Standard Stock Items at Store Location:** Delivered within 2 Business Days

**Vendors Standard Stock Items at Factory:** Delivered within 7 Business Days

**Delivery Time on 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 Vendor's responsibility to maintain communication with the "special order product" manufacturer to insure the special order item meets the stated delivery time. If the contract Vendor is notified by the manufacturer of an extended lead time over the original time quoted, the Vendor 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 contract Vendor 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 contract Vendor 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 contract Vendor.

- It will be the responsibility of the contract Vendor 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 successful Vendor from the responsibility of meeting the delivery requirement.

**RETURNED GOODS:**

The successful Vendor 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 successful Vendor 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 successful Vendor.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

8-17-23

**OFFER:**

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Quotes in lieu of a completed offer sheet will not be accepted.

**See Attachment 1: RFB 2796-24 Offer Sheet: GM Genuine Replacement Parts.**

Please enter a discount amount for each part listed on the offer sheet as well as one firm discount for all other items on GM Manufacturers Price schedule. You must bid on all parts to be considered compliant. Please also indicate which counties you intend to deliver parts to.

**VENDOR'S BALANCE OF PRODUCT LINE ITEMS:**

The items in the Offer Section 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 that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Chris McCabe  
 Contact Person  
603-239-4057  
 Local Telephone Number  
800-447-2107  
 Toll Free Telephone Number  
chris.mccabe@banksautos.com  
 E-mail Address  
banksautos.com  
 Company Website  
Banks Chevrolet Cadillac LLC  
 Vendor Company Name  
137 Manchester St  
 Vendor Address  
Concord NH 03301  
018899658  
 DUNS and/or SAM.GOV Number  
 Vendor Number

**DELIVERY LOCATIONS:**

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

- NHDOS Automotive Facility - 39 Hazen dr, Concord, NH 03301- Merrimack County
- NHDOT Mechanical Services - 33 Smokey Bear Blvd, Concord NH 03301- Merrimack County
- NHDOT Satellite Garages:
  - Lancaster Garage - 647A Main st, Lancaster NH 03584 - Coos County
  - Twin Mountain Garage - 502 RT 302, Twin Mountain NH 03595 - Coos County
  - Enfield Garage - 8 Eastman Hill rd, Enfield NH 03748 - Grafton County
  - Ossipee Garage - 15 Hodson Shore rd, Ossipee NH 03814 - Carroll County
  - Swanzy Garage - 19 Base Hill rd, Swanzy NH 03446 - Cheshire County
  - North Hampton Garage - 147 South rd, North Hampton NH 03862 - Rockingham County

If required, please see NH District Map for clarifications. <https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>.

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

- Attachment A: Sample P-37 Form
- Attachment 1: RFB 2796-24 Offer Sheet

Note: To be considered, bid shall be signed on the front cover sheet in the space provided.

The Bid Opening is open to the public online at the following:

**Microsoft Teams meeting**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 269 170 579 26

Passcode: YYGj6E

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 117 989 550 2

[Alternate VTC instructions](#)

Or call in (audio only)

+1 603-931-4944, 239871124# United States, Concord

Phone Conference ID: 239 871 124#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Contractor Initials [Signature]  
 Date 8-17-23

**ATTACHMENT 1 OFFER SHEET  
RFB 2796-24 GENUINE GM REPLACEMENT PARTS**

**Section A: Sample parts from a 2021 Chevrolet Silverado 2500 HD**

PART #	DESCRIPTION	MANUFACTURER LIST PRICE	% DISCOUNT	UNIT PRICE AFTER DISCOUNT
85584364	PIPE, TRANSMISSION FLUID COOLER INLET & OUTLET	\$ 75.56	30%	\$ 52.89
24284096	TRANSMISSION, AUTOMATIC	\$ 4,028.42	Dealer Cost + \$100.00	\$ 3,322.74
84603326	BAR, FRONT BUMPER IMPACT	\$ 847.57	30%	\$ 593.30
84603333	FASCIA, FRONT BUMPER LOWER	\$ 462.62	30%	\$ 323.83
84738616	HEADLAMP, - LH	\$ 713.48	30%	\$ 499.44
84738617	HEADLAMP, - RH	\$ 729.90	30%	\$ 510.93
84944540	MIRROR, OUTSIDE REAR VIEW - RH	\$ 531.93	30%	\$ 372.35
84944539	MIRROR, OUTSIDE REAR VIEW - LH	\$ 531.93	30%	\$ 372.35
84308851	LAMP, REAR STOP - RH	\$ 695.00	30%	\$ 486.50
84308850	LAMP, REAR STOP - LH	\$ 695.00	30%	\$ 486.50
23253704	REGULATOR, FRONT SIDE DOOR - RH	\$ 205.90	30%	\$ 144.13
13546475	LATCH, FRONT SIDE DOOR - LH	\$ 170.37	30%	\$ 119.26
84686127	AIRBAG, STEERING WHEEL	\$ 148.92	30%	\$ 104.24
13237352	PEDAL, ACCELERATOR	\$ 151.46	30%	\$ 106.02
84904758	HARNESS, FRONT SEAT WIRING - LH	\$ 142.92	30%	\$ 100.04
84174899	HARNESS, FRONT SEAT BACK WIRING - LH	\$ 109.56	30%	\$ 76.69
19355794	TENSIONER KIT, DRIVER SEAT BELT (RETRACTOR SIDE)	\$ 161.67	30%	\$ 113.17
23105646	PAD, FRONT SEAT CUSHION - LH	\$ 29.83	30%	\$ 20.88
<b>Section A Total</b>				\$ 7,805.27

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Please indicate which NH Counties that you intend to supply

County	X
Belknap	X
Carroll	X
Cheshire	X
Cook	
Grafton	X
Hillsborough	X
Merrimack	X
Rockingham	X
Strafford	X
Sullivan	X

**Section B: Sample parts from a 2018 Chevrolet Tahoe PPV**

PART #	DESCRIPTION	MANUFACTURER LIST PRICE	% DISCOUNT	UNIT PRICE AFTER DISCOUNT
1942288	CONVERTER, THREE-WAY CATALYTIC	\$ 2,760.00	30%	\$ 1,932.00
84665238	MUFFLER ASSEMBLY	\$ 854.12	30%	\$ 597.88
19434265	ENGINE ASSEMBLY	\$ 6,512.22	Dealer Cost + \$100.00	\$ 5,961.00
19431764	AUTOMATIC TRANSMISSION	\$ 4,401.56	Dealer Cost + \$100.00	\$ 3,621.25
87842734	HEADLAMP, LH	\$ 1,257.48	30%	\$ 880.24
87842735	HEADLAMP, RH	\$ 1,257.48	30%	\$ 880.24
84186718	RADIATOR	\$ 565.03	30%	\$ 395.52
84802253	AC CONDENSER	\$ 245.65	30%	\$ 171.96
85132191	TRANSMISSION COOLER LINES	\$ 125.35	30%	\$ 87.75
84791853	ENGINE COOLER LINES	\$ 93.88	30%	\$ 65.72
12629337	EXHAUST MANIFOLD, LH	\$ 192.67	30%	\$ 134.87
12629338	EXHAUST MANIFOLD, RH	\$ 192.18	30%	\$ 134.53
12657093	EXHAUST MANIFOLD GASKET	\$ 17.77	30%	\$ 12.44
84869190	FRONT WHEEL BEARING	\$ 332.42	30%	\$ 232.69
24236933	TRANSMISSION FILTER	\$ 67.03	30%	\$ 46.92
24224781	TRANSMISSION PAN GASKET	\$ 34.26	30%	\$ 23.98
84143540	ALTERNATOR	\$ 609.83	30%	\$ 426.88
84611502	AUXILIARY BATTERY RELAY	\$ 285.82	30%	\$ 200.07
<b>Section B Total</b>				\$ 15,805.93

18

**Total Cost** \$ 23,611.20

Show One Firm Discount for Balance of Product Line from General Motors Manufacturers List Price Schedule

**% DISCOUNT**

30%

**ATTACHMENT 1  
SAMPLE FORM TO BE COMPLETED UPON AWARD**

FORM NUMBER P-37 (version 2/23/2023)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**  
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name	1.2 State Agency Address		
1.3 Contractor Name	1.4 Contractor Address		
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number		
1.11 Contractor Signature  Date:	1.12 Name and Title of Contractor Signatory		
1.13 State Agency Signature  Date:	1.14 Name and Title of State Agency Signatory		
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   *WJ*    
Date   8.17.23



**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

*af*  
*8-11-23*



10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

8.7.23



**BUSINESS NAME/ADDRESS LOCATION**

Legal Entity Name: Banks Chevrolet Cadillac LLC

Doing Business As Name: \_\_\_\_\_

Payment Address: PO Box 473

City/Town: Concord STATE: NH ZIP: 03302 COUNTRY: USA

Business Address: 37 Manchester St

City/Town: Concord STATE: NH ZIP: 03301 COUNTRY: USA

Telephone #: 603-234-4055 Cell Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_

Contact Person: Debbie Dival Website: \_\_\_\_\_ E-Mail (Main Office): debbie.dival@banksautos.com

Electronic Payment Option: Please contact Treasury at [ACHProcessing@treasury.nh.gov](mailto:ACHProcessing@treasury.nh.gov) or visit their website at [Department of Treasury](http://Department of Treasury) for further information on this option. Registration as a vendor must be completed prior to contacting.

**TYPE OF BUSINESS**

(Note: Registration with the NH Secretary of State MUST be done prior to the awarding of any contracts) Secretary of State Corporate Division Registration (603) 271-3244

Registered with NH Secretary of State? YES  NO

Select the appropriate designations for your Entity:

Minority Institutions	<input type="checkbox"/>	Minority Owned Large Business	<input type="checkbox"/>	Minority Owned Small Business	<input type="checkbox"/>
Disabled Veteran Business	<input type="checkbox"/>	Svs Disabled Veteran Owned	<input type="checkbox"/>	Veteran Owned Small Business	<input type="checkbox"/>
Physically Challenged Bus	<input type="checkbox"/>	SBA Cert Fin Disadvantaged Bus	<input type="checkbox"/>	SBA Cert Hist Underutilized Bus	<input type="checkbox"/>
Historically Black Colleges	<input type="checkbox"/>	Women Owned Sm Bus	<input type="checkbox"/>	Women Owned Large Businesses	<input checked="" type="checkbox"/>
Small Business	<input type="checkbox"/>	SBA Cert Sm Disadvantaged Bus	<input type="checkbox"/>		

**SIGNATURE BLOCK**

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): William Jazak

Signature: [Signature] Date: 5-17-23

**RETURN ADDRESS**

(Phone) 603-271-2201  
(Fax) 603-271-2700  
[prch.web@das.nh.gov](mailto:prch.web@das.nh.gov)  
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX, ROOM 102  
25 CAPITOL STREET  
CONCORD NH 03301-6398



### STATE OF NEW HAMPSHIRE ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 24% withholding on each payment made to you. To avoid this 24% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

Legal Entity Name: Banks Chevrolet Cadillac LLC

Doing Business As Name: \_\_\_\_\_

Payment Address: PO Box 473

City/Town: Concord STATE: NH ZIP: 03302 COUNTRY: USA

Business Address: 107 Manchester St

City/Town: Concord STATE: NH ZIP: 03301 COUNTRY: USA

Telephone #: 603-224-4035 Cell Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_

Contact Person: Debbie Duval Website: \_\_\_\_\_ E-Mail (Main Office): debbie.duval@banksautos.com

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): \_\_\_\_\_ Fed ID # (EIN/FIN): 02-0241455

#### PRINCIPAL ACTIVITY

Service Provider  Product/Merchandise Provider  Other Provider

List the principal type of service, product or other that is provided: Automobile Dealer

Medical/Health Care Services  Legal Services  1099 Grant Reportable

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

Individual/Sole-Proprietor  Corporation (S)  Government  
 Single Member LLC  Corporation (C)  Travel/Intern  
 LLC (S Corporation)  Partnership  Refund/Reimbursement  
 LLC (P Partnership)  Estate or Trust  Tax-Exempt

EXEMPTIONS: \_\_\_\_\_ Exemption from FATCA reporting: \_\_\_\_\_

*Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.*

NAME & TITLE (print or type): William Jazak

TELEPHONE #: 603-224-4035 CELL PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

SIGNATURE: [Signature] DATE: 8-17-23

E-Mail (Main Office): debbie.duval@banksautos.com Website: \_\_\_\_\_

PLEASE RETURN WHEN COMPLETED TO:  
Email: PRCH.WEB@DAS.NH.GOV  
(Phone) 603-271-2201  
(FAX) 603-271-2700  
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES  
BUREAU OF PURCHASE & PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301