



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

CONTRACT USER GUIDE
BATTERIES – NON-AUTOMOTIVE
MASTER PRICE AGREEMENT (“MPA”) #110
BID SOLICITATION # 7548473
CONTRACT TERM 6/1/2014 – 6/30/2016

BACKGROUND:

See [Purchase Agreement](#) line items for specific non-automotive battery item descriptions and pricing.

WHO CAN USE THIS CONTRACT:

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

VENDOR AWARDS CONTACT INFORMATION:

Purchase Order # 3376108

Vendor Name: BATTLE & BATTLE DISTRIBUTORS INC.
Contact Name: ALICIA BATTLE
Tel: 770-987-8147
Email: ALICIA@BATTLEANDBATTLE.NET

DIVISION OF PURCHASES CONTACT:

Name: CHERYL A. MCGURN
Title: BUYER 11
Tel: 401-574-8130
Email: CHERYL.MCGURN@PURCHASING.RI.GOV

Award RFQ: BATTERIES, NON-AUTOMOTIVE (MPA 110)

RFQ 7548473 Close Date 4/22/2014 10:30 RFQ Currency USD	Quotes Received 2 Active Quotes 2 Shortlisted Quotes 2	
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Header

	BATTLE & BATTLE DISTRIBUTORS INC Quote 2272139	BRAND COMPANY INC Quote 2272140
Supplier Site		01
Contact	BATTLE, ALICIA	BRAND, KENNETH
Quote Status	Active	Active
Shortlist Status	Included	Included
Quote Total	24,932.50	25,878.50
Total Award Amount		
Time of Quote	4/22/2014 9:17	4/22/2014 9:27
Quote Valid Until		
Supplier's Quote Number		
Note to Buyer		
Attachments	No	No

File Download Time 4/30/2014 9:58

Notice of Blanket Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	BATTLE & BATTLE DISTRIBUTORS INC 2410 PARK CENTRAL BLVD DECATUR, GA 30035 United States
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MPA #110 BATTERIES - NON AUTOMOTIVE	
Award Number	3376108
Revision Number	8
Effective Period	01-JUN-2014 - 30-JUN-2016
Approved PO Date	02-JUN-2016
Vendor Number	13260-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	
Change Order Requisition Number	
Solicitation Number	7548473
Freight	Prepaid
Payment Terms	NET 30
Buyer	McGurn, Cheryl -

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO #3376108 DATED 5/7/14

CHANGE EFFECTIVE PERIOD:

FROM: 6/1/14 - 5/31/16

TO: 6/1/14 - 6/30/16

EXTENSION NEEDED TO ALLOW TIME FOR THE MERGING OF NON-AUTOMOTIVE BATTERIES TO MPA #105.

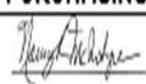
LINES ADDED TO REFLECT THE DATE CHANGE.

Line	Description	Unit	Unit Price (USD)

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

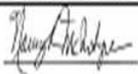
STATE PURCHASING AGENT
 Nancy R. McIntyre

Line	Description	Unit	Unit Price (USD)
1	MPA-110 - 6/1/2014 - 5/31/2016 - 1.5 V SIZE "AA" ALKALINE	Each	.2
1.1	MPA-110 FY16 1.5 V SIZE "AA" ALKALINE	Each	.2
2	MPA-110 - 6/1/2014 - 5/31/2016 - 1.5V SIZE "AAA" ALKALINE	Each	.21
2.1	MPA-110 FY16 1.5V SIZE "AAA" ALKALINE	Each	.21
3	MPA-110 - 6/1/2014 - 5/31/2016 - 1.5V SIZE "C" ALKALINE	Each	.42
3.1	MPA-110 FY16 1.5V SIZE "C" ALKALINE	Each	.42
4	MPA-110 - 6/1/2014 - 5/31/2016 - 1.5V SIZE "D" ALKALINE	Each	.72
4.1	MPA-110 FY16 1.5V SIZE "D" ALKALINE	Each	.72
5	MPA-110 - 6/1/2014 - 5/31/2016 - 9V ALKALINE	Each	.8
5.1	MPA-110 FY16 9V ALKALINE	Each	.8
6	MPA-110 - 6/1/2014 - 5/31/2016 - 6V ALKALINE SPRING LANTERN AH	Each	1.35
6.1	MPA-110 FY16 6V ALKALINE SPRING LANTERN AH	Each	1.35

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STATE PURCHASING AGENT

 Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).



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Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

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MASTER PRICE AGREEMENT (“MPA”) #110
BID SOLICITATION # 7548473
CONTRACT TERM 6/1/2014 – 5/31/2016

BACKGROUND:

See [Purchase Agreement](#) line items for specific non-automotive battery item descriptions and pricing.

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Purchase Order # 3376108

Vendor Name: BATTLE & BATTLE DISTRIBUTORS INC.
Contact Name: ALICIA BATTLE
Tel: 770-987-8147
Email: ALICIA@BATTLEANDBATTLE.NET

ALL ATTACHMENTS ARE DENOTED BY ☒, AND APPEAR IN THE FOLLOWING ORDER:

- CONTRACT USER GUIDE
- CHANGE ORDER TO ORIGINAL PURCHASE
- ALL PRIOR CHANGE ORDERS TO ORIGINAL PURCHASE (sequential order is most recent to #1)
- ORIGINAL PURCHASE AWARD (VENDOR AWARD)
- VENDOR AMENDMENT/S
- PRODUCT AND PRICING (IF NOT INCLUDED ON PURCHASE ORDER)
- SPECIAL INSTRUCTIONS
- TERMS AND CONDITIONS
- SUPPLEMENTAL ANALYSIS INFO – SEE MPA SEARCH RESULTS WEBPAGE
- OTHER – DESCRIPTION:

DIVISION OF PURCHASES CONTACT:

Name: CHERYL A. MCGURN
Title: BUYER 11
Tel: 401-574-8130
Email: CHERYL.MCGURN@PURCHASING.RI.GOV



Notice of Blanket Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

BATTLE & BATTLE DISTRIBUTORS INC
 2410 PARK CENTRAL BLVD
 DECATUR, GA 30035
 United States

MPA #110 BATTERIES - NON AUTOMOTIVE

Award Number
3376108

Effective Period:
01-JUN-14 - 31-MAY-16

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States	Date: 07-MAY-14 Buyer: C McGurn Shipping: Prepaid Terms: NET 30 Vendor # 13260	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States

Department		Type of Requisition	Bid Number	Requisition Number
Line	Item	Item Description	Unit	Unit Price

		6/1/2014 - 5/31/2016 MASTER PRICE AGREEMENT # 110 BATTERIES NON-AUTOMOTIVE VENDOR CONTACT: BATTLE AND BATTLE DISTRIBUTORS ALICIA BATTLE PHONE: 770-987-8147 FAX: 770-987-8177 ALICIA@BATTLEANDBATTLE.NET IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND DOCUMENTS OF PUBLIC BID # 7448147 DATED 4/22/2014 @ 10:30 AM		
1		MPA-110 - 6/1/2014 - 5/31/2016 - 1.5 V SIZE "AA" ALKALINE	Each	.2
2		MPA-110 - 6/1/2014 - 5/31/2016 - 1.5V SIZE "AAA" ALKALINE	Each	.21
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4		MPA-110 - 6/1/2014 - 5/31/2016 - 1.5V SIZE "D" ALKALINE	Each	.72
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STATE PURCHASING AGENT

Lorraine A. Hynes

Lorraine A. Hynes

CONTRACT TERMS AND CONDITIONS

Contract Terms and Conditions

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