



RI Purchase Agreement Amendment Report

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

AUTOZONE NORTHEAST INC
 123 S FRONT ST
 MEMPHIS, TN 38103
 United States

Amendment Date: 13-JUL-15
 Original Award Date: 27-DEC-13
 Buyer: L Hill
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 44946

S H I P T O	DOA-CS STATE FLEET ONE CAPITOL HILL, 2ND FLOOR SMITH ST PROVIDENCE, RI 02908 United States	Change Order Number 2 Award Number 3358928 Effective Period 01-JAN-14 - 31-DEC-15	I N V O I C E	DOA-CS STATE FLEET ONE CAPITOL HILL, 2ND FLOOR SMITH ST PROVIDENCE, RI 02908 United States
	MPA-43 - AUTO PARTS/BATTERIES			

Description			Bid Number	Change Order Req#	
MPA-43 - AUTO PARTS/BATTERIES					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3358928 CHANGE EFFECTIVE PERIOD: FROM: 1/1/14 - 6/30/15 TO: 1/1/4 - 12/31/15 WSCA-NASPO VALUE POINT EXTENSION ATTACHED			

STATE PURCHASING AGENT
 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

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

AUTOZONE NORTHEAST INC
 123 S FRONT ST
 MEMPHIS, TN 38103
 United States

Amendment Date: 08-JAN-15
 Original Award Date: 27-DEC-13
 Buyer: L Hill
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 44946

S H I P T O	DOA-CS STATE FLEET ONE CAPITOL HILL, 2ND FLOOR SMITH ST PROVIDENCE, RI 02908 United States	Change Order Number 1 Award Number 3358928 Effective Period 01-JAN-14 - 30-JUN-15	I N V O I C E	DOA-CS STATE FLEET ONE CAPITOL HILL, 2ND FLOOR SMITH ST PROVIDENCE, RI 02908 United States
	MPA 43 - AUTO PARTS/BATTERIES			

Description			Bid Number	Change Order Req#	
MPA 43 - AUTO PARTS/BATTERIES					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3358928 CHANGE EFFECTIVE PERIOD: FROM: 1/1/14 - 12/31/14 TO: 1/1/14 - 6/30/15 EXTENDED PER WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION			

STATE PURCHASING AGENT
 Nancy R. McIntyre



Notice of Contract Purchase Agreement

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

AUTOZONE NORTHEAST INC
123 S FRONT ST
MEMPHIS, TN 38103
United States

MPA 43 - AUTO PARTS/BATTERIES	
Award Number 3358928	Effective Period: 01-JAN-14 - 31-DEC-14

S H I P T O	DOA-CS STATE FLEET ONE CAPITOL HILL, 2ND FLOOR SMITH ST PROVIDENCE, RI 02908 United States
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Date:	27-DEC-13
Buyer:	L Hill
Shipping:	Paid
Terms:	NET 30
Vendor#:	44946

I N V O I C E	DOA-CS STATE FLEET ONE CAPITOL HILL, 2ND FLOOR SMITH ST PROVIDENCE, RI 02908 United States
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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

1/1/14 - 12/31/14

MPA #43

AUTO PARTS AND BATTERIES

FOR THE PURCHASE OF AUTO PARTS AND BATTERIES IN ACCORDANCE WITH THE ATTACHED DISCOUNT LIST.

PAID AT \$1.00 PER \$1.00 OF ALLOWABLE EXPENSE.

STATE PURCHASING AGENT
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

AutoZone

Minimum Price Discount

(discount off of list price)

These are minimum price discounts. Discounts may be higher on the webpage but not lower.

CATE GORY	DESCRIPTION	PRICING DISCOUNT
1	AIR CONDITIONING	50%
2	ALTERNATORS AND STARTERS	50%
3	BATTERIES	50%
4	BEARINGS, BALL AND ROLLER	50%
5	BELTS AND HOSES	50%
6	BRAKES	50%
7	ELECTRICAL AND IGNITION	50%
8	EMISSIONS AND EXHAUST	50%
9	ENGINE AND DRIVE TRAIN	50%
10	FILTERS, OIL, GAS, AIR, AND TRANS	50%
11	GASKETS AND SEALS	50%
12	HEATING AND COOLING (ENGINE)	50%
13	LAMPS AND LIGHTING AND MIRRORS	50%
14	OILS, AND LUBRICANTS REGULAR AND SYNTHETIC	50%
15	PUMPS, FUEL AND WATER	50%
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	50%
17	WIPERS/WASHERS	50%
18	WINTER ACCESSORIES	50%

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END**

AWARDS EXTENDING BEYOND JUNE 30TH 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.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

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. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket 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 in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

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.

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.