



STATE OF MISSISSIPPI

AUTOMOTIVE BATTERIES

**CONTRACT EXTENSION NO. 3 FOR
CONTRACT NO. - 8200003231
CONTRACT SMART NO. - 1130-14-C-SWCT-00211
(Commodity Code: 06000)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

AUTOMOTIVE BATTERIES CONTRACT

Rev. 12/08/16

COMMODITY CODE NO. 06000

EFFECTIVE DATES: February 1, 2014 through January 31, 2015

EXTENDED DATES: February 1, 2015 through January 31, 2016

Page 1

February 1, 2016 through January 31, 2017

February 1, 2017 through January 31, 2018

1. AUTHORITY

- 1.1 This certifies that a contract has been executed between the Office of Purchasing and Travel, an Office of the Department of Finance and Administration for the State of Mississippi and the herein designated contractor or contractors pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the items specified herein.

2. APPLICATION

- 2.1 All purchases made by state agencies for commodities included under the provisions of this contract shall be purchased from the contractor receiving the award unless exempt by special authorization from the Office of Purchasing and Travel.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein may be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12, Mississippi Code, may purchase commodities covered by state contracts from any source offering an identical commodity at a price that does not exceed the state contract price.

Commodities purchased under provisions of this contract from the awarded contractor or contractors or authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by state agencies and governing authorities. Applicable purchase orders issued by state agencies, regardless of the total amount, do not require further approval by this office.

The term, governing authorities, shall be defined as to mean boards of supervisors, governing boards of all school districts, all boards of directors of public water supply district, boards of directors of master public water supply districts, municipal public utility commissions, governing authorities of all municipalities, port authorities, commissioner and boards of trustees of any public hospitals and any political subdivision of the state supported wholly or in part by public funds of the state or political subdivisions thereof.

3. RESTRICTION

- 3.1 Commodities not specifically listed herein may not be purchased under the provisions of this contract. It shall be understood that this contract supersedes all other contractual agreements applicable to the commodities covered herein.

During the term of this contract no purchase of the above designated commodities manufactured and/or distributed by the designated contractor or contractors shall be made at a price in excess of that established by the prices set out in this contract.

- 3.2 State agencies should follow normal purchasing procedures for a battery B.C.I. Group that is not listed in this catalog. The minimum order quantity is two (2) batteries. State agencies purchasing only one (1) battery will not be required to buy from the contract vendor. The contract vendor may honor the price for orders of less than two (2) batteries.

AUTOMOTIVE BATTERIES CONTRACT

Rev. 12/08/16

COMMODITY CODE NO. 06000

EFFECTIVE DATES: February 1, 2014 through January 31, 2015

EXTENDED DATES: February 1, 2015 through January 31, 2016

Page 2

February 1, 2016 through January 31, 2017

February 1, 2017 through January 31, 2018

4. TRANSPORTATION

4.1 Freight F.O.B. Agencies and Governing Authorities: All quotations shall be f.o.b. destination except as noted below:

4.2 Special Delivery: Orders may be placed that require special handling that incur extra charges. Examples of special delivery are delivery to a P. O. located within the State of Mississippi, delivery to a room address or delivery by special carrier; for example, air freight. When such orders are incurred, the contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering agency. A copy of these charges must accompany the invoice.

5. OTHER INFORMATION

5.1 **Contract Format:** OPTFM has listed a state contract number and a state contract *smart* number. The contract number is an automatically generated number. The smart number is a more unique identifier that lists OPTFM's agency's number, contract year and shows agencies that it is a statewide contract. Also there is an asterisk listed at the end of the smart number. The asterisk is added at the end of the number for searchable purposes only when searching in MAGIC; this is because each time a contract is changed, the Version number of the contract changes. It is not actually a part of the smart number. Either number can be used by agencies to search for this contract in the State's e-procurement system.

5.2 **Installation of Batteries:** All batteries furnished under these provisions shall be ready to use and installed free of charge when the vehicle is at the contractor's location. The contractor shall list the locations within the designated area that will honor the prices quoted herein, and will install the battery in accordance with the provisions herein.

5.3 **Exchange of Batteries:** All batteries furnished under these provisions shall be priced with exchange of old battery.

5.4 **Procurement Card:** The vendor awarded commodities on the automotive batteries contract will accept the procurement card for purchases of contract items.

6. ORDERING

6.1 **Purchase Order Information:** In writing the purchase order it will be necessary that you include the following information referencing the product.

- A. Contract Number
- B. Effective Dates
- C. Item Name
- D. Item Number
- E. Quantity

AUTOMOTIVE BATTERIES CONTRACT

Rev. 12/08/16

COMMODITY CODE NO. 06000

EFFECTIVE DATES: February 1, 2014 through January 31, 2015

EXTENDED DATES: February 1, 2015 through January 31, 2016

Page 3

February 1, 2016 through January 31, 2017

February 1, 2017 through January 31, 2018

F. Unit Price (each)

G. Total Price

7. CONTRACT ADMINISTRATION

7.1 Questions or problems arising from this contract or subsequent order and delivery procedures should be directed to the Office of Purchasing and Travel, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-5171.

7.2 Invoices and Payment: After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make payment in compliance with appropriate instructions set forth in the Contractor Identification information.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.