

STATE OF NEW HAMPSHIRE  
Dept. of Administrative Services  
Div. of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301

Date: 10/27/15

NOTICE OF CONTRACT

**COMMODITY:** DRY CELL BATTERIES – SUPPLY ONLY

**CONTRACT NO.:** 8001920

**NIGP:** 287-1200

**VENDOR:** Applied Industrial Technologies **VENDOR # :** VC #175365 P001

**CONTACT PERSON(S):** Sharon Poulicakos  
**Tel. No.:** 603 623-8897  
**Fax No.:** 603 623-8763  
**E-Mail:** [sc0603@applied.com](mailto:sc0603@applied.com)

**EFFECTIVE FROM:** 12/1/15 **Through:** 11/30/18

**TERMS:** Net 30 Days if using ACH\*. If using Procurement Card (P-Card), card will be charged upon delivery/shipment.

**PAYMENT:** Payments shall be made via ACH\*. Use the following link to enroll with the State Treasury: <http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>  
  
\*If the agency is enrolled in the P-Card program, payments shall be made via P-Card.

**PRODUCTS & PRICING:** See Pricing Table below.

**DELIVERY TIME:** Contractor shall be required to accomplish delivery of any item ordered under the contract within two (2) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the Contractor from the responsibility of meeting the delivery requirement.

**F.O.B.:** Items ordered under this contract must be delivered FOB destination to any State of New Hampshire agency and institution and to any political sub-division and authorized non-profit organization wishing to participate throughout the entire State.

**ORDERING:** State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

**MINIMUM ORDERS:** There will be no minimum order whether in item quantity or dollar value associated with this contract. However, this contract is intended to be used for purchases totaling at least \$25.00. For purchases less than \$25.00 Agencies may purchase from the most economical source.

**INVOICING:** Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants will be in accordance with their individual requirements.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

**AUDITS AND ACCOUNTING:**

Contractor 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 contract.

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

**USAGE REPORTING:**

Contractor shall be required to submit a quarterly and annual usage reports for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this Contract, as if an account already exists for them.

**RETURNED GOODS:**

Contractor 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. must be picked up by the Contractor within five (5) business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen (15) business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

**TECHNICAL ASSISTANCE:**

Contractor shall have trained knowledgeable personnel on staff, who can provide technical assistance to State personal when requested.

**QUESTIONS:** Direct any questions to Robert Lawson, 603-271-3147 or [robert.lawson@NH.Gov](mailto:robert.lawson@NH.Gov).

UPC #	ENERGIZER	UNIT PRICING
EN 95 / 01138	ALKALINE D	\$ .70
EN 93 / 01135	ALKALINE C	\$ .48
EN 91 / 01131	ALKALINE AA	\$ .22
EN 22 / 03158	ALK 9 VOLT	\$ .90
EN 92 / 01399	ALKALINE AAA	\$ .22
EN 529 / 05156	ALK 6 V SPRG	\$ 4.88
E 1CR2BP	LITH 3 VOLT	\$ 3.40
L91BP-2	LITH AA	\$ 1.70

**DISCOUNT SCHEDULE FOR BALANCE OF PRODUCT LINE**

Contractor shall offer as part of this contract, balance of product line, battery products for commercial, industrial, hearing aid, special application, lighting, smoke alarm, and rechargeable.

The balance of product line of the brand offered will show one discount for the standard pack and/or, if different, one discount for the broken pack and one discount for full case quantity. All balance of product line discounts offered will be based against the lowest "each" cost stated on the manufactures price list (usually the distributor or dealer each price) submitted by the bidder with the bid offer.

BRAND OFFERED	OFFERED DISCOUNT % STD PACK	OFFERED DISCOUNT % BROKEN PACK	OFFERED DISCOUNT % FULL CASE
Energizer/Eveready_	___15___%	___15___%	___20___%