



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 DCBATT10

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 JO ANN ADKINS  
 804-558-8802

VENDOR

\*709035452      304-525-0361  
 WV ELECTRIC SUPPLY COMPANY  
 250 12TH ST WEST  
 PO BOX 6668  
 HUNTINGTON WV 25773-6668

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/21/2009				

BID OPENING DATE: 08/20/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		450-06		
DRY CELL BATTERIES, FLASHLIGHTS AND LANTERNS  REQUEST FOR QUOTATION  THE PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY DRY CELL BATTERIES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.  ATTACHMENTS:  DCBATT10 SPECIFICATIONS, 2 PAGES. DCBATT10 PRICING/INFORMATION PAGE, ONE PAGE. RESIDENT VENDOR PREFERENCE. PURCHASING AFFIDAVIT.  INQUIRIES:  WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, AUGUST 12, 2009. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:  JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION						

RECEIVED

2009 AUG 20 AM 10:50

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Roger C. Hershey*      TELEPHONE 800 624-3433      DATE August 18, 2009

TITLE Sales Representative      FEIN 550-333-898      ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.8802 EMAIL: JO.A.ADKINS@WV.GOV		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.		
				UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.		
				RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.		
				CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ryan C. Hensley</i>	TELEPHONE 800 624-3433	DATE August 18, 2009
TITLE Sales Representative	FERN 550-333-898	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	800 624-3433	August 18, 2009
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Representative	550-333-898	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





## DCBATT10 Specifications

### SCOPE

This contract is to furnish automotive and equipment lead acid batteries for vehicles and equipment owned and/or leased by various agencies and political subdivisions. It is the intent of this contract to cover current product applications and any new product applications as they become available. This bid shall be a Request for Quotation" (RFQ); a single award for all items will be issued to the lowest responsible bidder, whose products meet the minimum quality defined herein. A sample shall be provided upon request.

### General Information

1. All products bid, furnished and delivered must meet the needs of the State of West Virginia. Each item bid on the pricing page must be identified with the manufacturer's number and the vendor's item number on the bid form. Vendors are requested to type the pricing pages. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of order size.
2. Bidders shall complete the pricing on "DCBatt07 Pricing/Information Page". Bidders should complete all columns and information requested. Quantities for each item represent an approximate volume. No future use of contract is guaranteed or implied. The "unit price" must be the final price that will be charged to the State of West Virginia. The award shall be a discount from list, based on discount shown on bid. Entire battery product line shall be covered by the subsequent contract awarded.

Vendor must sign the pricing page.

3. The lowest cost bid whose products meet or exceeds the acceptable quality, shall be awarded a contract.
4. The catalogs may be updated at renewal.
5. Estimated Quantity amounts are shown for informational purposes only and should not be construed as a guarantee of any future contract usage.
6. Orders shall be delivered within three (3) working days after orders are received. Spending unit must be advised in writing if orders will be delayed for any reason. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

## DCBATT10 Specifications

7. All deliveries must be made during normal working hours for the delivery location. All shipments of products requiring a material safety data sheet (MSDS) shall include a MSDS included with the product.
8. All bids are to be quoted as F.O.B. destination to any West Virginia location. The minimum order for prepaid shipping to one, in-state destination shall be \$50.00. For orders less than \$50.00, transportation charges (if any) will be invoiced as a separate charge with the original freight bill attached to the invoice. Agencies may make purchases that fall under the \$50.00 limit at a local source to avoid the delivery charges. Note: Stringing orders to circumvent purchasing regulations is expressly prohibited.
9. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
10. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
11. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.
12. Nonconforming products and materials shall be returned to the vendor at no expense to the State of West Virginia at any time during the life of this contract; and shall be credited or not invoiced if caught prior to billing.
13. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies. Internet access is not a requirement for bidding.



**DCBATT10 - Pricing/Information Page**

Item No.	Equal to or Exceed	Description	WV Electric Supply (Qy)	Discounted Unit Price	Total
1	Rayovac	6V HD Industrial Heavy Duty 6 volt spring terminals	3,500	\$1.27	\$4,445.00
2	Rayovac	AL 9V Alkaline 9 volt Size Shrink 6 pack	18,000	.84	15,120.00
3	Rayovac	AL AA Alkaline AA Size Shrink 8 pack	139,800	.19	26,562.00
4	Rayovac	AL AAA Alkaline AAA Size Shrink 8 pack	100,000	.19	19,000.00
5	Rayovac	AL C Alkaline C Size Shrink 6 pack	20,000	.39	7,800.00
6	Rayovac	AL D Alkaline D Size Shrink 6 pack	30,000	.58	17,400.00
7	Rayovac	IN2 Industrial 2 D Size with PR2 Bulb and Ring Hanger	400	2.78	1,112.00
8	Rayovac	IV2D Yellow 2 D Size Utility Flashlight	400	1.97	788.00
9	Rayovac	IV2DM Yellow 2 D Size Utility Flashlight with magnet	245	1.49	365.05
10	Rayovac	KFL Krypton Lantern with Stand	400	4.39	1,756.00
11	Rayovac	EVBF 6V--B Floating Lantern and general purpose 6-volt Lantern Battery in sleeve	1,664	2.78	4,625.92
12	Rayovac	RL123A1 Photo Battery	2,000	1.39	2,780.00
				<b>Grand Total</b>	<b>\$101,753.97</b>

Single discount from list

21 %

(Multiplier = X.79)

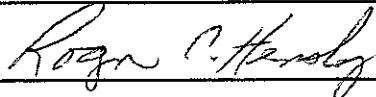
Vendor: West Virginia Electric Supply

Contract Coordinator: Roger C. Hensley

Telephone Number: 800 624-3433

Fax Number: 304 523-5337

Email Address: ORDERS@WVAELECTRIC.COM

Signature: 

Certification: By signing and submitting this bid, we hereby certify under penalty for fraud that all products listed meet all specifications contained in DCBATT10.

# State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

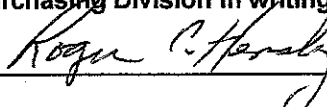
Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** West Virginia Electric Supply      **Signed:**   
**Date:** August 18, 2009      **Title:** Sales Representative

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. DCBATT10STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code §5A-3-10a** provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.


**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: West Virginia Electric SupplyAuthorized Signature:  EXECUTIVE VP Date: August 18, 2009

## Rayovac/Spectrum List Prices

**CATEGORY**

	<b>UPC</b>	<b>Stock #</b>	<b>Description</b>	<b>Case Qty</b>	<b>List Price</b>
<b>MAXIMUM BULK OTHER</b>					
	12800174676	813 BULK	ALK D BULK PACK	105	1.35
	12800000005	813FT	ALK D FLAT TOP	105	1.32
	12800177721	814 BULK	ALK C BULK PACK	168	1.11
	12800236046	A1604 BK210	ALK 9V BULK PACK	210	2.71
	12800173433	815 BULK	ALK AA BULK PACK	500	0.78
	12800194636	824 BULK	ALK AAA BULK PACK	500	0.78
<b>MAXIMUM CARDS</b>					
	12800424993	810-2	ALK N 2PK	24	2.26
<b>INDUSTRIAL MAXIMUM BULK OTHER</b>					
	12800488889	RDL4AA	ALK DOOR LOCK BATTE	96	5.00
	12800488896	RDL4AAS	ALK DOOR LOCK BATTE	96	5.47
	12800488902	RDL6AA	ALK DOOR LOCK BATTE	96	6.36
<b>INDUSTRIAL MAXIMUM PRO PACK</b>					
	12800474127	ALD-12	ALK D CONTRACTOR P	8	13.79
	12800474110	ALC-12	ALK C CONTRACTOR PA	8	12.17
	12800507832	AL9V-12	ALK 9V CONTRACTOR P	12	23.82
	12800474080	AL9V-8	ALK 9V CONTRACTOR P	12	15.88
	12800503889	ALAA-48	ALK AA CONTRACTOR P	8	30.08
	12800474097	ALAA-24	ALK AA CONTRACTOR P	12	15.04
	12800474103	ALAAA-18	ALK AAA CONTRACTOR	12	12.04
	12800507986	ALAAA-24	ALK AAA CONTRACTOR	12	15.04
<b>INDUSTRIAL MAXIMUM SHRINK WRAP</b>					
<del>*ITEM 6</del>	12800000425	AL-D	ALK D INDUSTRIAL 6P	72	0.74
<del>*ITEM 5</del>	12800000418	AL-C	ALK C INDUSTRIAL 6P	72	0.50
	12800000449	AL-9VA	ALK 9V INDUSTRIAL 6	12	1.25
<del>*ITEM 2</del>	12800000449	AL-9V	ALK 9V INDUSTRIAL 6	72	1.07
<del>*ITEM 3</del>	12800000432	AL-AA	ALK AA INDUSTRIAL 8	96	0.25
<del>*ITEM 4</del>	12800000456	AL-AAA	ALK AAA INDUSTRIAL	96	0.25
<b>CHARGERS CLAM</b>					
	12800462049	PS3	REN 4 'N 8 POSN PWR	3	17.55
	12800505401	PS32-4BWA	NiMH 4 POSN CHARGER	4	15.94
	12800505647	PS32-2B	NiMH 4 POSN CHARGER	4	11.26
	12800498277	PS13-B	4-POSITION NiMH CHA	3	11.26
	12800506903	PS131	4-POSITION NiMH CHA	3	7.75
<b>NiMH BATTERIES CARDS</b>					
	12800476572	NM713-2	CHARGEABLE NiMH D C	6	9.18
	12800476565	NM714-2	RECHARGEABLE NiMH C	6	9.18
	12800470884	NM1604-1	RECHARGEABLE NiMH 1	6	6.78
	12800506910	NM715-4OP	RECHARGEABLE NiMH 1	6	7.75
	12800477388	NM715-4B	RECHARGEABLE NiMH A	6	11.11
	12800506927	NM724-4OP	RECHARGEABLE NiMH 8	6	7.75
	12800477999	NM724-4B	RECHARGEABLE NiMH A	6	11.11

## Rayovac/Spectrum List Prices

**CATEGORY**

UPC	Stock #	Description	Case Qty	List Price
<b>NIMH HYBRID CARDS</b>				
12800505449	LD715-4A	LOW DISCHARGE NIMH	6	11.11
12800505456	LD724-4	LOW DISCHARGE NIMH	6	11.11
12800505456	LD724-4A	LOW DISCHARGE NIMH	6	11.11
<b>RAYOVAC HEAVY DUTY BULK OTHER</b>				
12800379606	6D BULK	HVY DTY D BULK	145	0.54
12800379866	5AA BULK	HVY DTY AA BULK	1,000	0.41
12800469956	3AAA BULK	HEAVY DUTY AAA BULK	1,000	0.41
<b>INDUSTRIAL HVY DUTY SHRINK WRAP</b>				
12800000470	HD-DA	HVY DTY D INDUSTRIA	12	3.09
12800000470	HD-D	HVY DTY D INDUSTRIA	72	0.64
12800000463	HD-C	HVY DTY C INDUSTRIA	72	0.59
12800000494	HD-9V	HVY DTY 9V INDUSTRI	72	1.59
12800000487	HD-AA	HVY DTY AA INDUSTRI	96	0.45
<b>LOUD 'N CLEAR - STD. 24 PACK</b>				
12800503797	L10ZA-24C	10 LOUD N CLR ZA 24	40	24.73
12800503803	L13ZA-24C	13 LOUD N CLR ZA 24	40	21.89
12800503810	L312ZA-24C	312 LOUD N CLR ZA 2	40	21.89
<b>LOUD 'N CLEAR - STD. 4 PACK</b>				
12800499045	L10ZALC	10 LOUD N CLR ZA HA	5	5.97
12800499052	L13ZALC	13 LOUD N CLR ZA HA	5	5.23
12800499069	L312ZALC	312 LOUD N CLR ZA H	5	5.23
12800499076	L675ZALC	675 LOUD N CLR ZA H	5	5.23
<b>LOUD 'N CLEAR - STD. 8 PACK</b>				
12800499137	L13ZA-8LC	13 LOUD N CLR ZA 8P	5	9.38
12800499144	L312ZA-8LC	312 LOUD N CLR ZA 8	5	9.38
12800499274	L675ZA-8SWLC	675 LOUD N CLR ZA 8	5	9.38
<b>VARTA WATCH SINGLE</b>				
4.0085E+11	V364101111	VARTA WATCH SILVER	100	0.41
4.0085E+11	V393101111	VARTA WATCH SILVER	100	0.61
<b>RAYOVAC PHOTO CARDS</b>				
12800462377	RLCR2-1	3V LITH PHOTO/ELEC	6	6.93
<del>ITEM 12</del> 12800462339	RL123A-1	3V LITH PHOTO/ELEC	6	1.76
12800491193	RLCRV3-1	3V PRIMARY LITHIUM	6	13.90
12800462391	RL2CR5-1	6V LITH PHOTO/ELEC	6	12.71
12800462353	RL223A-1	6V LITH PHOTO/ELEC	6	12.71
12800462704	RL123A-2	3V LITH PHOTO/ELEC	6	13.13
12800477562	RLCR2-2	3V LITH PHOTO/ELEC	6	13.13
12800462315	RJ-1	6V ALK PHOTO/ELEC C	6	3.49
<b>KEYLESS CARDS</b>				

## Rayovac/Spectrum List Prices

**CATEGORY**

UPC	Stock #	Description	Case Qty	List Price	
12800462841	KECR2025-1	LITH KEYLESS ENTRY	6	1.78	
12800462773	KECR2032-1	LITH KEYLESS ENTRY	6	1.78	
12800462759	KE23A-1	ALK KEYLESS ENTRY C	6	1.78	
12800462742	KECR2016-1	ITH KEYLESS ENTRY C	6	1.78	
12800462827	KECR1616-1	LITH KEYLESS ENTRY	6	1.78	
12800414000	303/357-1W	SILVER WATCH/CALC C	6	1.42	
12800414598	376/377-1W	SILVER WATCH/CALC C	6	1.42	
<b>RAYOVAC GENERAL PURPOSE MULTI W/ BATTS</b>					
12800501915	GPR2AA2AA2D-B	2x2AA, 2D GEN PURP	4	8.32	
<b>RAYOVAC GENERAL PURPOSE SINGLE W/O BATTS</b>					
12800501236	4AALN SB	AA LANTERN SILVER	2	9.71	
12800501298	4AALN RB	4AALN RB, 4AA LANTE	2	9.71	
<b>RAYOVAC GENERAL PURPOSE SINGLE W/ BATTS</b>					
12800506347	BRSLED3AAA-B	BRSLED3AAA-B, BRITE	4	5.83	
12800501243	2AA-B RB	2AA FLASHLIGHT/BTY	4	4.84	
12800501182	2AA-B SB	2AA FLASHLIGHT/BTY	4	4.84	
12800501250	2D-B RB	2D-B RB, 2D FLASHLI	4	6.32	
12800501199	2D-B SB	2D FLASHLIGHT/BTY S	4	6.32	
12800501229	4D-B SB	4D BEAM LANTERN/BTY	2	10.52	
12800501281	4D-B RB	4D BEAM LANTERN/BTY	2	10.52	
12800501205	KEY-B SB	1AAA KEYCHAIN LIGHT	6	3.88	
12800501267	KEY-B RB	1AAA KEYCHAIN LIGHT	6	3.88	
<b>BRILLIANT SOLUTIONS MULTI W/ BATTS</b>					
12800507122	BRSLED3AAA-B2	BRILLIANT SOLUTIONS	4	10.70	
12800509362	BRSLED6AA-B2	BRILLIANT SOLN 6AA	4	15.03	
12800506590	BRSLED3PACK-B	BRILLIANT SOLUTIONS	6	12.63	
<b>BRILLIANT SOLUTIONS SINGLE W/ BATTS</b>					
12800508129	BRSMINI-BA	BRILLIANT SOLN 3AAA	4	4.42	
12800506576	BRSLED2AA-B	BRILLIANT SOLUTION	6	4.04	
12800508105	BRSLED4AAA-B	BRILLIANT SOLN 4AAA	6	6.18	
12800506569	BRSLED4AAA-B	BRILLIANT SOLUTIONS	6	5.26	
12800506743	BRSLEDKEY-B	BRILLIANT SOLUTIONS	12	2.93	
12800506613	BRSLEDPEN-B	BRILLIANT SOLUTIONS	12	3.88	
12800508112	BRSLED6AA-B	BRILLIANT SOLN 6AA	4	7.97	
<b>INDUSTRIAL LTS - STD BULK OTHER</b>					
12800480593	I2D BULK	2D INDUSTRIAL LIGHT	24	4.11	
<b>INDUSTRIAL LTS - STD SINGLE W/O BATTS</b>					
12800452088	IN4	2AA INDUSTRIAL	6	4.83	
12800451906	IN2-MS	2D INDUSTRIAL	6	6.87	
12800451883	IN2-KML	2D INDL KRYPTON MAG	6	4.82	
12800451852	IN2-K	2D INDUSTRIAL KRYPT	6	5.80	
<b>*ITEM 7</b>	12800451845	IN2	2D INDUSTRIAL	6	3.52

## Rayovac/Spectrum List Prices

**CATEGORY**

UPC	Stock #	Description	Case Qty	List Price
12800451913	IN3	3D INDUSTRIAL	6	6.83
<b>INDUSTRIAL LTS - STD SINGLE W/ BATTS</b>				
12800504145	IND2AA-B	2AA INDUSTRIAL W/BA	6	8.27
12800504169	IND2D-B	2D INDUSTRIAL W/BAT	4	11.82
12800508303	I2DLED-B	2D INDUSTRIAL LED F	6	7.97
<b>INDSTR L TS - SWIVEL SINGLE W/ BATTS</b>				
12800465804	ILJ2AA-B	2AA INDL SWIVEL W/B	6	7.02
12800465835	ISL2D-B	2D INDL SWIVEL/BTRY	6	9.00
<b>LANTERNS SINGLE W/ BATTS</b>				
12800465781	I6V-B2	6V INDL LTRN/BTRY	2	9.94
12800486137	ISL4D-BTP6	INDUSTRIAL 4D SWIVE	6	8.56
<b>IND LTS - ECONOMY SINGLE W/O BATTS</b>				
<del>ITEM 9</del> 12800487394	IV2DM	2D FLASHLIGHT WITH	12	1.89
<del>ITEM 8</del> 12800482337	IV2D	2D FLASHLIGHT	12	2.50
<b>WORKHORSE LIGHTS SINGLE W/O BATTS</b>				
12800498369	WHE2D-1	WORKHORSE 2D ECONOM	12	1.65
<b>ROUGHNECK SINGLE W/O BATTS</b>				
12800451135	R2D	2D ROUGHNECK	6	8.56
<b>ROUGHNECK SINGLE W/ BATTS</b>				
12800451166	R3D	3D ROUGHNECK	6	8.98
<b>LANTERNS SINGLE W/O BATTS</b>				
12800473946	SP4D-KB	4D SPORTSMAN LTRN/K	6	11.73
12800485543	SP8D	SPORTSMAN 8D LANTER	4	28.40
<b>SPORTSMAN - STD SINGLE W/ BATTS</b>				
12800507108	SPHLT3AAA-B	SPORTSMAN 3AAA LED	4	13.61
12800491391	SPHLTLED-B	SPORTSMAN 3AAA LED	4	13.06
12800507542	SPHW3AAA-BX	SPORTSMAN 3AAA .5W	6	12.64
12800506972	SPSLX2AA-B	SPORTSMAN 2AA XENON	4	8.74
12800507887	SP1WCLIP-B	SPORTSMAN 2AA 1W CL	4	16.80
12800507870	SP1W3AALN-B	SPORTSMAN 3AA 1W LE	4	14.16
<b>SPORTSMAN EXTREME SINGLE W/O BATTS</b>				
12800506514	SE4W3C	3C SPORTSMAN EXTRE	4	26.27
<b>SPORTSMAN EXTREME SINGLE W/ BATTS</b>				
12800506484	SE1WHLT-B	1AA SPORTSMAN EXTRE	4	21.40
12800506460	SE1W2AA-B	2AA SPORTSMAN XTREM	4	16.54
12800506996	SELUX2AA3W-B	2AA SPORTSMAN EXTRE	4	29.19
12800507894	SEF2AA-B	SPORTSMAN EXTREME 2	4	24.76
12800506989	SELUX2AA1W-B	LINTERNA 2AA SPORTS	4	24.32

## Rayovac/Spectrum List Prices

**CATEGORY**

	<b>UPC</b>	<b>Stock #</b>	<b>Description</b>	<b>Case Qty</b>	<b>List Price</b>
	12800507610	SE3AAHDLT-BX	3AA SPORTSMAN EXTRE	4	35.44
<b>LANTERNS SINGLE W/O BATTS</b>					
	12800502813	EVBFL6VA	6V FLTG LTRN BLUE	6	3.87
	12800502813	EVBFL6V	6V FLTG LTRN	6	3.87
<b>LANTERNS SINGLE W/ BATTS</b>					
<b>ITEM 11</b>	12800502806	EVBFL6V-B	6V FLTG LTRN/BTRY	6	3.52
<b>OTHER ECONOMY LIGHTS SINGLE W/ BATTS</b>					
	12800501380	E2AA-B	2AA ECONOMY LIGHT W	6	1.14
	12800505661	E2D-B	2D ECONOMY LIGHT W/	6	2.44
<b>KRYPTON CARDS</b>					
	12800485833	F9W-1	9 WATT FLUORESCENT	6	3.70
	12800492572	XPR102-2	2D XENON BULB 2PK	40	2.27
	12800376223	K3-2	K3-2, BULB 2 PER P	40	1.90
	12800376148	K2-2	BULB 2 PER PACK	40	1.90
	12800385478	K13-2	BULB 2 PACK PRE-FOC	40	1.90
	12800472628	K4SB-2	BULB 2 PER PACK	40	1.90
	12800385393	K4-2	BULB 2 PER PACK	40	2.46
<b>PR BULBS CARDS</b>					
	12800147380	PR2-2 BULB	2D BULB 2PK	100	1.25
<b>HIGH INTENSITY CARDS</b>					
	12800403035	T1-2	BULB 2 PER PACK	40	2.27
<b>LIGHT ACCESSORIES BOX</b>					
	12800488216	W8B	8IN POLY WAND RED	12	1.78
<b>LANTERNS SINGLE W/O BATTS</b>					
	12800465569	301K	6V KRYPTON LTRN/BTR	6	25.94
<b>ITEM 10</b>	12800403370	KFL	6V KRYPTON FLTG LTR	6	5.56
<b>HIGH BEAM SINGLE W/BATTS</b>					
	12800506279	LUX2AA1W-B	2AA LUXEON 1 WATT L	4	29.56
	12800506286	LUX2AA3W-B	2AA LUXEON 3 WATT L	4	31.50
	12800506293	LUX3AAHDLT-B	3AA LUXEON LED HEAD	4	39.37
<b>THE WEATHER CHANNEL SINGLE W/O BATTS</b>					
	12800506248	TWC4D	TWC 4D XENON LANTER	4	13.04
	12800506217	TWC4DLN	TWC 4D AREA LANTERN	4	16.22
	12800506316	TWCLED CRANK	TWC CRANK LIGHT	6	11.94
	12800506231	TWC4LED3AA	TWC 3AA 4 LED LIGHT	4	14.45
<b>THE WEATHER CHANNEL SINGLE W/ BATTS</b>					
	12800506224	TWCHLTLED-B	TWC 3AAA LED HEADL	4	10.82



## Rayovac/Spectrum List Prices

CATEGORY	UPC	Stock #	Description	Case Qty	List Price
<b>FARADAY CLAM</b>					
	12800506392	SHK1	FARADAY SHAKE LIGHT	6	14.80
	12800506408	SHK2	FARADAY SHAKE LIGHT	6	20.06
<b>REMINGTON ARMS LIGHTS SINGLE W/O BATTS</b>					
	12800508853	RM4DLN	REMINGTON ARMS 4D L	4	40.55
<b>REMINGTON ARMS LIGHTS SINGLE WITH BATTS</b>					
	12800508792	RMHL3AAA-B	REMINGTON ARMS 3AAA	4	31.54
	12800508846	RM3AAA-B	REMINGTON ARMS 3AAA	4	36.03
	12800508822	RMHL2AAA-B	REMINGTON ARMS 2AAA	4	31.54
	12800508785	RMC2AA-B	REMINGTON ARMS 2AA	4	36.03
	12800508808	RM2AA-B	REMINGTON ARMS 2AA	4	31.54
	12800508815	RM123A-B	REMINGTON ARMS 123A	4	45.04
<b>GEN PRPS LNTN BATTS SINGLE</b>					
	12800186891	918	6V GEN PRP LTRN BTR	6	8.47
	12800226405	641	6V SPECIAL APPL	6	23.70
	12800208753	922	12V EMERGENCY BTRY	4	38.84
	12800206285	926	12V GEN PRP LB	6	10.49
	12800165766	903	7.5V EMERGENCY BTRY	4	25.02
<b>HVY DUTY LNTN BATTS SINGLE</b>					
	12800223350	945R4	6V HVY DTY LTRN BTR	4	4.37
	12800380268	928	6V HVY DTY LTRN BTR	6	10.30
	12800223435	944R	6V HVY DTY LTRN BTR	6	4.41
<b>HVY DUTY LNTN BATTS TWIN PACK</b>					
	12800374083	944-2R	6V HD LTRN BTRY 2PK	4	7.07
<b>MAXIMUM LANTERN BATT SINGLE</b>					
	12800463664	806	6V ALKALINE LTRN BT	6	7.44
	12800464418	803	7.5 V EMERGENCY LAN	4	26.68
<b>GEN PRPS LNTN BATTS BULK OTHER</b>					
	12800421350	6V-GP	6V GP INDL LTRN BTR	12	3.30
<b>HVY DUTY LNTN BATTS BULK OTHER</b>					
ITEM 1	12800421503	6V-HD	6V HD INDL LTRN BTR	12	1.61
	12800421688	6V-HDM	6V HD INDL LTRN BTR	12	4.26
<b>HVY DUTY LNTN BATTS SHRINK WRAP</b>					
	12800384976	HD-B-12V	12V INDL LTRN BTRY	2	35.46