



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
DCBATT11A

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42
304-558-8802

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
09/27/2011				

BID OPENING DATE: 10/27/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		450-06		
<p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY SMALL DISPOSABLE AND RECHARGEABLE BATTERIES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS PER THE ATTACHED SPECIFICATIONS.</p> <p>INQUIRES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON 10/11/2011. ANY WRITTEN QUESTIONS WILL ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTION WILL BE ANSWERED ORALLY. IF POSSIBLE E-MAIL QUESTIONS ARE PREFERRED.</p> <p>ADDRESS INQUIRES TO:</p> <p>GUY NISBET          DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV. 25305-0130</p> <p>FAX: 304.558.4115          E-MAIL: GUY.L.NISBET@WV.GOV</p>						
<p>RECEIVED</p> <p>2011 OCT 25 AM 11:08</p> <p>WV PURCHASING DIVISION</p>						
<p>DRY CELL BATTERIES, FLASHLIGHTS AND LANTERNS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Misha Bairdow</i>	TELEPHONE 800 624-3433	DATE October 24, 2011
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'



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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Milva Baudon</i>	TELEPHONE <b>800 624-3433</b>	DATE <i>October 24, 2011</i>
TITLE <i>Sales Representative</i>	FEIN <b>550 333 898</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mike Baird</i>	TELEPHONE 800 624-3433	DATE October 24, 2011
TITLE Sales Representative	FEIN 550 333 898	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE:  <a href="http://www.state.wv.us/admin/purchase/vrc/venpref.pdf">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</a></p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: DCBATT11A-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Mila Baidan</i>	800 624-3433	October 24, 2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Representative	550 333 898	

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:				10/27/2011		
BID OPENING TIME:				1:30 P.M.		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----				Fax# 304 523-5337		
CONTACT PERSON (PLEASE PRINT CLEARLY):				-----		
-----				Mike Baisden		
***** THIS IS THE END OF RFQ DCBATT11A ***** TOTAL:						<u>\$91,744.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mike Baisden</i>	TELEPHONE 800 624-3433	DATE October 24, 2011
TITLE Sales Representative	FEIN 550 333 898	ADDRESS CHANGES TO BE NOTED ABOVE

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## REQUEST FOR QUOTATION

**Dry Cell Batteries – Specifications****DCBatt11A****I. PURPOSE AND SCOPE:**

The West Virginia Purchasing Division is soliciting bids in the form of this RFQ to establish a state-wide contract for small disposable and rechargeable batteries commonly used in households and small mechanical devices (excluding automobile, heavy equipment, and other large batteries). The Contract resulting from this RFQ shall be awarded to the lowest responsible bidder and shall cover Eligible Items from Vendor's Catalogue. This Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties.

**II. DEFINITIONS:**

The terms listed below shall have the meanings assigned to them as follows:

1. "Agency" or "Agencies" means West Virginia Purchasing Division or any public entity seeking to procure Eligible Items under this Contract.
2. "Catalogue" means the price list or sales catalogue that includes all items that Vendor can and will sell under this Contract.
3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the Eligible Items as specified herein.
4. "Discounted Unit Price" means the unit price of an Eligible Item purchased under this Contract. The Discounted Unit Price is calculated by reducing the submitted Catalogue unit price for an Eligible Item by the discount percentage quoted by Vendor on the Pricing Page.
5. "Eligible Item" or "Eligible Items" means any or all small disposable and rechargeable batteries commonly used in households and small mechanical devices (excluding automobile, heavy equipment, and other large batteries) included in Vendor's Catalogue submitted by Vendor as required herein.
6. "Pricing Page" means the schedule of catalogue unit prices, discount percentage, estimated purchase volume, Discounted Unit Prices, totals, and other information attached hereto as Exhibit A and used to evaluate the Vendors' responses to this RFQ.
7. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
8. "RFQ" means the official RFQ published by the Purchasing Division and identified as DCBATT11A.

## REQUEST FOR QUOTATION

**Dry Cell Batteries – Specifications****DCBatt11A**

9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
10. "Vendor" or "Vendors" means the successful bidder.

**III. GENERAL REQUIREMENTS**

1. **Mandatory Eligible Item Requirements:** Eligible Items must meet or exceed the mandatory requirements listed below.
  - a. Eligible Items must be new and unused upon delivery to the Agency.
  - b. Eligible Items must be Rayovac brand or **EQUAL**.

**IV. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOGUE**

1. **Contract Award:** This Contract is intended to provide Agencies with a single discount percentage on the purchase of all Eligible Items, including those items specifically listed on the Pricing Page. The Contract shall be awarded to the Vendor that provides the lowest total cost for the items listed on the Pricing Page.
2. **Percentage Discount:** Vendor shall quote a single percentage discount that will reduce the lowest price shown in the Catalogue for every Eligible Item. The resulting Discounted Unit Price shall be the price Agencies pay for purchases of Eligible Items under this Contract.

The percentage discount and subsequent Discounted Unit Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

3. **Pricing Pages:** Vendor should complete the Pricing Pages by inserting Manufacture's Part Numbers, Vendor's Part Numbers, Catalogue unit prices, Discounted Unit Prices, totals, the minimum order quantity (if any), the single discount percentage applied to all Eligible Items, and all other information requested thereon. Vendor should fully complete the Pricing Page in its entirety as failure to do so may result in disqualification of Vendor's bid.

## REQUEST FOR QUOTATION

**Dry Cell Batteries – Specifications****DCBatt11A**

As indicated in the definition of Discounted Unit Price above, the single discount percentage quoted on the Pricing Page must be applied to the Catalogue unit price to arrive at the Discounted Unit Price.

**Example:** If Vendor lists a discount percentage of 10% and submits a catalogue unit price of \$10 for the first item then the Discounted Unit Price of that item on the Pricing Page must be \$9 (\$10 reduced by 10%) and the total item cost of that item must be \$31,500 (\$9 multiplied by estimated purchase volume of 3,500).

The Pricing Pages contain a list of frequently purchased items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied. The estimated purchase volume is listed on an individual rather than packaged basis. Accordingly, all Catalogue unit prices listed on the Pricing Page must reflect the price of an individual battery. Modification of the estimated purchase volume by Vendor is prohibited and may result in bid disqualification.

**Example:** Item #6 AL-D Alkaline D batteries estimated purchase volume is 30,000 individual batteries. If Vendor's Catalogue shows the price of item #6 in units of 10, then Vendor must divide its Catalogue price by 10 to arrive at the Catalogue unit price requested on the Pricing Page.

Notwithstanding the foregoing, the Purchasing Division may correct errors as described herein. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can access these on the Purchasing Division website for the Purchasing Bulletin.



## REQUEST FOR QUOTATION

**Dry Cell Batteries – Specifications****DCBatt11A**

4. **Catalogue:** Vendor must submit its Catalogue prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalogue free of charge to any Agency desiring to use this contract. Copies of the Catalogue may be requested in an electronic format and should be provided in that format if possible. Vendor's Catalogue will be used by Agencies to order Eligible Items under this Contract.

Vendor should identify all items listed on the Pricing Pages by circling or highlighting those items in its Catalogue and earmarking or tabbing the pages for those items, to assist in the evaluation and verification of the bids and pricing. If any discrepancies exist between the Pricing Pages and the actual price listed in the Catalogue, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.

The Catalogue may be updated at Contract renewal, but any price increase or renewal must be approved by the Purchasing Division at its sole discretion. Unless an updated catalogue is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.

**V. ORDERING AND PAYMENT**

1. **Ordering:** Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalogue originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
2. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

## REQUEST FOR QUOTATION

**Dry Cell Batteries – Specifications****DCBatt11A****VI. DELIVERY AND RETURN**

1. **Delivery Time:** Vendor shall deliver standard orders within three (3) working days after orders are received. Vendor shall deliver emergency orders within one (1) working day after orders are received. All deliveries must be made during normal working hours to the delivery location. All shipments of products requiring a Material Safety Data Sheet (MSDS) shall include it with product shipment.
2. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for:
  - (a) cancellation of the delayed order, and
  - (b) obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

3. **Delivery Payment/Risk of Loss:** For all orders totaling \$50 or more, delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. For all orders totaling less than \$50, and for all emergency orders approved in advance by the Agency, the Vendor will still bear the risk of loss in delivery, but Agency will reimburse Vendor for the delivery charges provided that Vendor invoices those delivery charges separately with the original freight bill attached to the invoice.
4. **Return of Unacceptable Items:** Items that Agency deems unacceptable shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
5. **Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to

## REQUEST FOR QUOTATION

**Dry Cell Batteries – Specifications****DCBatt11A**

be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**VII. MISCELLANIOUS**

1. **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalogue submitted in response to the RFQ or an updated Catalogue approved by the Purchasing Division as described above. Vendor shall not supply substitute items.
2. **Vendor Supply:** Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.
3. **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
4. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Mike Baisden  
 Telephone Number: 1 800 624-3433  
 Fax Number: 304 523-5337  
 Email Address: mike.baisden@wvaelectric.com

5. **Mandatory Requirements:** The terms "must," "will," "shall," "minimum," "maximum," or "is/are required" identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in disqualification of the bid.
6. **Waiver:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein

## REQUEST FOR QUOTATION

**Dry Cell Batteries – Specifications****DCBatt11A**

contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in remain in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

Item #	Manufacture Part #	Equal to or Exceed	Description of Product	Vendor Part #	Catalogue Unit Price	Discounted Unit Price (see Note 1 below)	Estimated Purchase Volume (See Note 2 below)	Total Item Cost
1	GV-HD	Rayovac Brand	6V-HD Industrial Heavy Duty 6 volt, spring terminals	GV-HD	\$4.97	\$1.39	3,500	4,865.00
2	AL-9V	Rayovac Brand	AL-9V Alkaline 9 volt	AL-9V	\$3.05	\$ .85	11,000	9,350.00
3	AL-AA	Rayovac Brand	AL-AA Alkaline AA	AL-AA	\$ .69	\$ .19	130,000	24,700.00
4	AL-AAA	Rayovac Brand	AL-AAA Alkaline AAA	AL-AAA	\$ .69	\$ .19	82,500	15,675.00
5	AL-C	Rayovac Brand	AL-C Alkaline C	AL-C	\$1.50	\$ .42	20,200	8,484.00
6	AL-D	Rayovac Brand	AL-D Alkaline D	AL-D	\$2.22	\$ .62	30,000	18,600.00
7	HD-9V	Rayovac Brand	HD-9V Heavy Duty 9 volt	HD-9V	\$2.00	\$ .56	200	112.00
8	HD-AA	Rayovac Brand	HD-AA Heavy Duty AA	HD-AA	\$ .69	\$ .19	1,500	285.00
9	HD-DA	Rayovac Brand	HD-DA Heavy Duty D	HD-DA	\$1.10	\$ .30	800	240.00
10	IN2	Rayovac Brand	IN2 Industrial 2D Size with PR2 bulb and ring hanger	IN2	\$9.94	\$2.78	400	1,112.00
11	IV2D	Rayovac Brand	IV2D Yellow 2 D size Utility Flashlight	IV2D	\$7.12	\$1.99	350	696.50
12	IV2DM	Rayovac Brand	IV2DM Yellow 2 D size Utility Flashlight with magnet	IV2DM	\$12.76	\$3.57	450	1,606.50
13	KFL	Rayovac Brand	KFL Krypton Lantern with stand	KFL	\$15.66	\$4.38	200	876.00
14	EVBF6V-B	Rayovac Brand	EVBF6V-B Floating Lantern and general purpose 6-volt Lantern battery in sleeve	EVBF6V-B	\$11.87	\$3.32	600	1,992.00
15	RL123A-1	Rayovac Brand	RL123A-1 Photo battery	RL123A-1	\$5.00	\$1.40	2,250	3,150.00
TOTAL COST:								91,744.00

Discount Percentage  
(Applied to items above and  
Catalogue items)

72 %

(Multiplier = X .28)

Note 1: Discounted unit prices must reflect the discount percentage listed in the above box as explained in the RFO specifications.  
Note 2: Estimated purchase volume is shown on an individual battery basis (rather than a packaged basis) for evaluation purposes and should not be modified.

Vendor's Authorized Signature:

*William Sanders*

Date: 10/24/11





**Price List**  
A Division Of Rayovac Batteries

Date Printed : October 24, 2011  
Currency: USD  
Default UOM will be in Eaches unless otherwise noted.

Customer: WEST VIRGINIA ELEC SPLY C [110009]  
250 12TH ST W  
HUNTINGTON WV US 25704  
Cash Terms: W.V.A. Electric Supply Company  
Sales Rep: INDUSTRIAL REGION AO [35586]  
Sales Mgr: W.V.A. Electric Supply Company  
Price Group:

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Price On: 8/9/11		Price On: 8/9/11		Price On: 8/9/11	
						Distributor Unit	Case	Distributor Unit	Case	Distributor Unit	Case
RAYOVAC ALKALINE CARDS											
	12800424993	810-2F	ALK N 2PK	24		7.68	184.32				
INDUSTRIAL MAXIMUM PRO PACK											
	12800474127	ALD-12F	ALK D CONTRACTOR P	8		30.85	246.80				
	12800474110	ALC-12F	ALK C CONTRACTOR PA	8		24.00	192.00				
	12800474080	AL9V-8F	ALK 9V CONTRACTOR P	12		32.40	388.80				
	12800507832	AL9V-12F	ALK 9V CONTRACTOR P	12		49.50	594.00				
	12800503889	ALAA-48F	ALK AA CONTRACTOR P	8		50.20	401.60				
	12800474097	ALAA-24F	ALK AA CONTRACTOR P	12		25.10	301.20				
	12800474103	ALAAA-18F	ALK AAA CONTRACTOR	12		19.73	236.76				
	12800507986	ALAAA-24F	ALK AAA CONTRACTOR	12		26.28	315.36				
INDUSTRIAL MAXIMUM SHRINK WRAP											
	12800000425	AL-D	ALK D INDUSTRIAL 6P	72	BTY	2.22	159.84				Line 6
	12800000418	AL-C	ALK C INDUSTRIAL 6P	72	BTY	1.50	108.00				Line 5
	12800000449	AL-9VA	ALK 9V INDUSTRIAL 6	12		20.00	240.00				Line 2
	12800000432	AL-AA	ALK AA INDUSTRIAL 8	96	BTY	3.05	219.60				Line 3
	12800000456	AL-AAA	ALK AAA INDUSTRIAL	96	BTY	0.69	66.24				Line 4
CHARGERS CLAM											
	12800513147	PS20PL GEN	PLATINUM UNIVERSAL	3		82.00	246.00				
	12800513277	PS19-2B	USB OPP CHARGER W/2	6		31.00	186.00				
	12800513536	PS33-4B	PLATINUM CHARGER W/	4		45.25	181.00				
	12800513253	PS131-4BE	4-POS OPP NIMH CHAR	4		34.00	136.00				
	12800509645	PS131E GEN	4-POSITION NIMH CHA	4		27.01	108.04				
NIMH BATTERIES CARDS											
	12800513161	PL713-2 GEN	PLATINUM RECHRG LSD	6		38.56	231.36				
	12800513178	PL714-2 GEN	PLATINUM RECHRG LSD	6		38.56	231.36				
	12800513208	PL1604-1 GEN	PLATINUM RECHRG LSD	6		38.56	231.36				
	12800513185	PL715-4	PLATINUM RECHARGEAB	6		38.56	231.36				
	12800513192	PL724-4	PLATINUM RECHARGEAB	6		38.65	231.90				
NIMH HYBRID CARDS											
	12800512515	LD715-4OP	RAYOVAC OPP PRECHAR	6		30.23	181.38				
	12800512539	LD724-4OP	RAYOVAC OPP PRECHAR	6		30.23	181.38				
NIMH HYBRID MULTI-CARDS											
	12800512522	LD715-8OP	RAYOVAC OPP PRECHAR	6		49.93	299.58				
RAYOVAC HEAVY DUTY BULK OTHER											
	12800379606	6D BULK	HVY DTY D BULK	145		1.31	189.95				
	12800379866	5AA BULK	HVY DTY AA BULK	1,000		1.41	1,410.00				
RAYOVAC HEAVY DUTY CARDS											
	12800458714	3AAA-4	HEAVY DUTY AAA CARD	24		7.39	177.36				
RAYOVAC HEAVY DUTY MULTI-CARDS											
	12800507337	3AAA-8CTA	HEAVY DUTY AAA CARD	30		13.95	418.50				
INDUSTRIAL HVY DUTY SHRINK WRAP											
	12800000470	HD-DA	HVY DTY D INDUSTRIA	12	BTY	1.10	13.20				Line 9
	12800000463	HD-C	HVY DTY C INDUSTRIA	72	BTY	2.00	144.00				
	12800000494	HD-9V	HVY DTY 9V INDUSTRI	72	BTY	2.00	144.00				Line 7
	12800000487	HD-AA	HVY DTY AA INDUSTRI	96	BTY	0.69	66.24				Line 8



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A Division Of Rayovac Batteries

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Customer: WEST VIRGINIA ELEC SPLY C [ 110009 ]  
250 12TH ST W  
HUNTINGTON WV US 25704  
Cash Terms: W.V.A. Electric Supply Company  
Sales Rep: INDUSTRIAL REGION AO [ 35586 ]  
Sales Mgr: W.V.A. Electric Supply Company  
Price Group: W.V.A. Electric Supply Company

Multiplier X .28

0.28

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Price On: 8/9/11		Price On: 8/9/11		Increase Amount
						Distributor Unit	Case	Distributor Unit	Case	
<b>LOUD 'N CLEAR - STD. 16 PACK</b>										
	12800511761	L10ZA-16ZM	10 LOUD N CLR ZA 16	5		66.42	332.10			
	12800511778	L13ZA-16ZM	13 LOUD N CLR ZA 16	5		59.26	296.30			
	12800511785	L312ZA-16ZM	312 LOUD N CLR ZA 1	5		59.26	296.30			
<b>LOUD 'N CLEAR - STD. 24 PACK</b>										
	12800512003	L10ZA-24ZM	10 LOUD N CLR ZA 24	4		88.00	352.00			
	12800512010	L13ZA-24ZM	13 LOUD N CLR ZA 24	4		78.30	313.20			
	12800512027	L312ZA-24ZM	312 LOUD N CLR ZA 2	4		78.30	313.20			
<b>LOUD 'N CLEAR - STD. 8 PACK</b>										
	12800511730	L10ZA-8ZM	10 LOUD N CLR ZA 8P	5		38.00	190.00			
	12800511747	L13ZA-8ZM	13 LOUD N CLR ZA 8P	5		34.40	172.00			
	12800511754	L312ZA-8ZM	152 LOUD N CLR ZA 8	5		34.40	172.00			
	12800512072	L675ZA-8ZM	675 LOUD N CLR ZA 8	5		34.60	173.00			
<b>RAYOVAC PHOTO CARDS</b>										
	12800462339	RL123A-1	3V LITH PHOTOELEC	6		5.00	30.00			
	12800462391	RLCR5-1	6V LITH PHOTOELEC	6		47.50	285.00			
	12800477562	RLCR2-2	3V LITH PHOTOELEC	6		47.80	286.80			
	12800491193	RLCRV3-1	3V PRIMARY LITHIUM	6		52.00	312.00			
<b>KEYLESS CARDS</b>										
	12800462841	KECR2025-1	LITH KEYLESS ENTRY	6		4.78	28.68			
	12800462773	KECR2032-1	LITH KEYLESS ENTRY	6		4.78	28.68			
	12800462759	KE23A-1	ALK KEYLESS ENTRY C	6		4.78	28.68			
	12800462742	KECR2016-1	LITH KEYLESS ENTRY	6		4.78	28.68			
	12800462827	KECR1616-1	LITH KEYLESS ENTRY	6		4.78	28.68			
	12800509133	KECR1620-1	LITH KEYLESS ENTRY	6		4.78	28.68			
	12800414000	303357-1	SILVER WATCH/CALC C	6		2.75	16.50			
	12800414598	376377-1W	SILVER WATCH/CALC C	6		4.78	28.68			
	12800509140	KECR1632-1	LITH KEYLESS ENTRY	6		4.78	28.68			
<b>LITHIUM CARDS</b>										
	12800513567	UP9VL-1	RAYOVAC ULTRA PRO 9	12		24.90	298.80			
<b>LITHIUM PRO PACK</b>										
	12800513574	UP9VL-3	RAYOVAC ULTRA PRO 9	6		197.20	1,183.20			
<b>RAYOVAC GENERAL PURPOSE MULTI W/ BATTS</b>										
	12800501915	GPR2AA2AA2-D-B	2-2AA, 2D GEN PURP	4		27.92	111.68			
<b>RAYOVAC GENERAL PURPOSE SINGLE W/ BATTS</b>										
	12800506347	BRSLED3AAA-B	BRITE SOLUTIONS 3AA	4		19.97	79.88			
	12800501243	2AA-B RB	2AA FLASHLIGHT/BTY	4		16.90	67.60			
	12800501250	2D-B RB	2D-B RB, 2D FLASHLI	4		21.80	87.20			
	12800501267	KEY-B RB	1AAA KEYCHAIN LIGHT	6		12.97	77.82			
<b>BRILLIANT SOLUTIONS MULTI W/ BATTS</b>										
	12800513260	BRSLED3PK-BTP	BRILLIANT SOLN LED	4		37.10	148.40			
	12800507122	BRSLED3AAA-B2	BRILLIANT SOLUTIONS	4		37.10	148.40			
<b>BRILLIANT SOLUTIONS SINGLE W/O BATTS</b>										
	12800512430	BRSSOLCR	BRILLIANT SOLUTIONS	4		24.00	96.00			
<b>BRILLIANT SOLUTIONS SINGLE W/ BATTS</b>										
	12800508129	BRSMINI-BA	BRILLIANT SOLN 3AAA	4		15.20	60.80			
	12800514069	BRS14LED-B	BRS 14 LED GLOW IN	4		18.00	72.00			

Line 15



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250 12TH ST W  
HUNTINGTON WV US 25704  
Cash Terms: W.VA. Electric Supply Company  
Sales Rep: INDUSTRIAL REGION AO [35586]  
Sales Mgr: W.VA. Electric Supply Company  
Price Group:

Date Printed : October 24, 2011  
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Multiplier X .28

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Price On :		8/9/11		Price On :		8/9/11		Increase Amount
						Distributor	Case	Unit	Case	Distributor	Case	Unit	Case	
INDUSTRIAL LTS - STD BULK OTHER														
	12800480593	I2D BULK	2D INDUSTRIAL LIGHT	24			13.94		334.56					
INDUSTRIAL LTS - STD SINGLE W/O BATTS														
	12800452088	IN4	2AA INDUSTRIAL	6			13.98		83.88					
	12800512287	I2D2AA	INDUSTRIAL 2AA LED	6			10.64		63.84					
	12800451852	IN2-K	2D INDUSTRIAL KRYPT	6			16.80		100.80					
	12800451883	IN2-KML	2D INDL KRYPTON MAG	6			12.76		76.56					
	12800451906	IN2-MS	2D INDUSTRIAL	6			14.90		89.40					
	12800451845	IN2	2D INDUSTRIAL	6			9.94		59.64					
	12800512300	I2D2D	INDUSTRIAL 2D LED E	6			14.08		84.48					
	12800437030	MIN2	2D INDUSTRIAL IMPR	24			15.95		382.80					
	12800451913	IN3	3D INDUSTRIAL	6			18.80		112.80					
INDUSTRIAL LTS - STD SINGLE W/ BATTS														
	12800452071	I2AA-B	2AA INDUSTRIAL BTRY	6			16.90		101.40					
	12800508303	I2DLED-B	2D INDUSTRIAL LED F	6			27.68		166.08					
	12800451234	I2D-B	2D INDUSTRIAL/BTRY	6			21.80		130.80					
INDSTR LTS - SWIVEL SINGLE W/ BATTS														
	12800465804	I2D2AA-B	2AA INDL SWIVEL W/B	6			23.94		143.64					
	12800465835	I2D2B	2D INDL SWIVEL/BTRY	6			30.40		182.40					
LANTERNS SINGLE W/ BATTS														
	12800465781	I6V-B2	6V INDL LTRN/BTRY	2			33.81		67.62					
IND LTS - ECONOMY SINGLE W/O BATTS														
	12800487394	IVZDM	2D FLASHLIGHT WITH	12			12.76		153.12					
	12800482337	IVZD	2D FLASHLIGHT	12			7.12		85.44					
ROUGHNECK SINGLE W/O BATTS														
	12800451135	R2D	2D ROUGHNECK	6			30.00		180.00					
ROUGHNECK SINGLE W/ BATTS														
	12800512256	RNT3AAA-B	ROUGHNECK 3AAA TACT	4			80.23		320.92					
	12800512348	RNHL3AAA-B	ROUGHNECK 3AAA LED	4			57.20		228.80					
	12800485727	R2AA-BA	2AA ROUGHNECK XTREM	6			24.10		144.60					
	12800512188	RNF4AA-B	ROUGHNECK 4AA FOCUS	4			40.80		163.20					
	12800512201	RNR2D-B	ROUGHNECK 2D RUBBER	4			16.16		64.64					
	12800512195	RN2D1W-B	ROUGHNECK 2D 1W LED	4			38.00		152.00					
	12800451166	R3D	3D ROUGHNECK	6			32.00		192.00					
	12800512249	RNC3AA-B	ROUGHNECK 3AA LED C	4			80.00		320.00					
LANTERNS SINGLE W/O BATTS														
	12800473946	SP4D-KB	4D SPORTSMAN LTRN/K	6			48.80		292.80					
	12800485543	SP8D	SPORTSMAN 8D LANTER	4			98.80		395.20					



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250 12TH ST W  
HUNTINGTON WV US 25704  
Cash Terms: W.VA. Electric Supply Company  
Sales Rep: INDUSTRIAL REGION AO [35586]  
Sales Mgr: W.VA. Electric Supply Company  
Price Group: W.VA. Electric Supply Company

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Price On : 8/9/11		Price On : 8/9/11		Increase Amount
						Distributor Unit	Case	Distributor Unit	Case	
<b>SPORTSMAN - STD SINGLE W/ BATTS</b>										
12800507108		SPHLT3AAA-B	SPORTSMAN 3AAA LED	4		47.20	188.80			
12800491291		SPHLTLED-B	SPORTSMAN 3AAA LED	4		47.20	188.80			
12800507542		SPHW3AAA-BX	SPORTSMAN 3AAA .5W	6		22.98	137.88			
<b>SPORTSMAN EXTREME SINGLE W/O BATTS</b>										
12800508587		SE3DLNTP	SPORTSMAN XTREME 3D	4		90.70	362.80			
12800506514		SE4W3C	3C SPORTSMAN EXTRE	4		89.85	359.40			
<b>SPORTSMAN EXTREME SINGLE W/ BATTS</b>										
12800506484		SE1WHLT-B	1AA SPORTSMAN EXTRE	4		73.13	292.52			
12800512967		SE5LEDHLT-B	SE5LEDHLT-B LINT RO	4		30.26	121.04			
12800512171		SE3AAAMIN-B	SPORTSMAN XTREME 3A	4		45.32	181.28			
12800506896		SELUX2AA3W-B	2AA SPORTSMAN EXTRE	4		83.18	332.72			
12800507984		SEF2AA-B	SPORTSMAN XTREME 2	4		84.67	338.68			
12800507870		SP1W3AALIN-B	SPORTSMAN 3AA 1W LE	4		44.66	178.64			
12800507610		SE3AAHDLT-BX	3AA SPORTSMAN EXTRE	4		90.69	362.76			
<b>LANTERNS SINGLE W/ BATTS</b>										
12800512973		EFL6V-B	VALUE BRIGHT 6V FLO	6		16.32	97.92			
12800502806		EVBF6V-B	6V FLTG LTRN/BTRY	6		11.87	71.22			
<b>VALUE BRIGHTS MULTI W/ BATTS</b>										
12800509812		EV82D2D-BD9A	VALUE BRIGHT 2D MUL	6		15.52	93.12			
<b>VALUE BRIGHTS SINGLE W/ BATTS</b>										
12800507139		EV82AA-BA	2AA VALUE BRIGHT FL	6		4.52	27.12			
12800505661		E2D-BB	VALUE BRIGHT 2D ECO	6		8.29	49.74			
<b>OTHER ECONOMY LIGHTS SINGLE W/ BATTS</b>										
12800501380		E2AA-B	2AA ECONOMY LIGHT W	6		4.53	27.18			
<b>KRYPTON CARDS</b>										
12800485833		F9W-1	9 WATT FLUORESCENT	6		12.61	75.66			
12800376148		K2-2	BULB 2 PER PACK	40		6.48	259.20			
12800376223		K3-2	K3-2, BULB 2 PER P	40		6.48	259.20			
12800385478		K13-2	BULB 2 PACK PRE-FOC	40		6.48	259.20			
<b>HIGH INTENSITY CARDS</b>										
12800403035		T1-2	BULB 2 PER PACK	40		7.73	309.20			
<b>LIGHT ACCESSORIES BOX</b>										
12800488216		W6B	8IN POLY WAND RED	12		6.03	72.36			
<b>LANTERNS SINGLE W/O BATTS</b>										
12800465569		301K	6V KRYPTON LTRN/BTR	6		86.65	531.90			
12800403370		KFL	6V KRYPTON FLTG LTR	6		15.66	93.96			
<b>HIGH BEAM SINGLE W/BATTS</b>										
12800506286		LUX2AA3W-B	2AA LUXEON 3 WATT L	4		111.24	444.96			
12800506293		LUX3AAHDLT-B	3AA LUXEON LED HEAD	4		121.18	484.72			
<b>REMINGTON ARMS LIGHTS SINGLE W/O BATTS</b>										
12800508863		RM4DLN	REMINGTON ARMS 4D L	4		124.87	499.48			
<b>REMINGTON ARMS LIGHTS SINGLE WITH BATTS</b>										
12800508846		RM3AAA-B	REMINGTON ARMS 3AAA	4		110.89	443.56			
12800512751		RMBT3AAA-B	REMINGTON ARMS 3AAA	4		67.18	268.72			



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Multiplier X .28

0.28

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Price On :		8/9/11		8/9/11		Increase Amount
						Distributor Unit	Case	Unit	Invoice Case	Distributor Unit	Case	
	12800508792	RMHL3AAA-B	REMINGTON ARMS 3AAA	4		97.65	390.60					
	12800508808	RM2AA-B	REMINGTON ARMS 2AA	4		97.65	390.60					
	12800508785	RM2AA-B	REMINGTON ARMS 2AA	4		110.99	443.96					
	12800508839	RMHL4AA-BTP	REMINGTON ARMS 4AA	4		156.80	627.20					
	12800508815	RM123A-B	REMINGTON ARMS 123A	4		138.20	552.80					
	<b>BLACK &amp; DECKER SINGLE W/BATTS</b>											
	12800513369	BDSC-B	BLACK & DECKER 2AAA	4		37.20	148.80					
	12800513390	BD2AA-B	BLACK & DECKER 2AA	4		23.80	95.20					
	12800513406	BDZAAS-B	BLACK & DECKER 2AA	4		26.84	107.36					
	12800513352	BDCLIP-B	BLACK & DECKER 2AA	4		51.10	204.40					
	12800513413	BD2DS-B	BLACK & DECKER 2D S	4		40.80	163.20					
	12800513345	BDC3AA-B	BLACK & DECKER 3AA	4		102.10	408.40					
	<b>GEN PRPS LNTN BATTS SINGLE</b>											
	12800226405	641	6V SPECIAL APPL	6		80.80	484.80					
	12800186891	918	6V GEN PRP LTRN BTR	6		28.70	172.20					
	12800222858	941	6V GEN PRP LTRN BTR	12		9.82	117.84					
	12800206285	926	12V GEN PRP LB	6		23.00	138.00					
	12800165766	903	7.5V EMERGENCY BTRY	4		85.60	342.40					
	<b>HVY DUTY LNTN BATTS SINGLE</b>											
	12800223350	945R4	6V HVY DTY LTRN BTR	4		15.60	62.40					
	12800223435	944R	6V HVY DTY LTRN BTR	6		13.20	79.20					
	<b>HVY DUTY LNTN BATTS TWIN PACK</b>											
	12800374083	944-2R	6V HD LTRN BTRY 2PK	4		24.24	96.96					
	<b>MAXIMUM LANTERN BATT SINGLE</b>											
	12800500253	808	6V ALKALINE LTRN BT	4		31.55	126.20					
	12800463664	806	6V ALKALINE LTRN BT	6		27.68	166.08					
	12800464418	803	7.5 V EMERGENCY LAN	4		91.90	367.60					
	<b>GEN PRPS LNTN BATTS BULK OTHER</b>											
	12800421950	6V-GP	6V GP INDL LTRN BTR	12		5.75	69.00					
	<b>HVY DUTY LNTN BATTS BULK OTHER</b>											
	12800421503	6V-HD	6V HD INDL LTRN BTR	12		4.97	59.64					
	12800421688	6V-HDM	6V HD INDL LTRN BTR	12		12.00	144.00					

Line 1



# 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: Mike Baisden - W.Va. Electric      Signed: *Mike Baisden*  
 Date: October 24, 2011      Title: Sales Representative

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

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**West Virginia Code §5A-3-10a states:** 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.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: West Virginia Electric Supply Company

Authorized Signature: *M. B. Baker* Date: 10/24/2011

State of West Virginia

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 24 day of October, 2011.

My Commission expires Jan 3, 2016.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Frances J. Mason*

