



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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Applied Industrial Technologies, Inc.  
 604 E Street  
 South Charleston, WV 25303-1535

SHIP TO

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

DATE PRINTED <b>09/27/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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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>DRY CELL BATTERIES, FLASHLIGHTS AND LANTERNS</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vickie L. Menden</i>	TELEPHONE (304) 746-2012	DATE 10/11/2011
TITLE Director of Government Operations	FEIN 34-0117420	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

Applied Industrial Technologies, Inc.  
 604 E Street  
 South Charleston, WV 25303-1535

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 3						
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.						
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.						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vichie L. Molerda</i>	TELEPHONE (304) 746-2012	DATE 10/11/2011
TITLE Director of Government Operations	FEIN 34-0117420	ADDRESS CHANGES TO BE NOTED ABOVE

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<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>Vickie L. Moberda</i>	TELEPHONE (304) 746-2012	DATE 10/11/2011
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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 *Vickie L. Menden* TELEPHONE (304) 746-2012 DATE 10/11/2011

TITLE Director of Government Operations FEIN 34-0117420 ADDRESS CHANGES TO BE NOTED ABOVE

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**5**

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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:						
----- <i>304 746 2018</i> -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- <i>Wendell</i> ----- <i>Withdraw</i>						
***** THIS IS THE END OF RFQ DCBATT11A ***** TOTAL:						<i>\$ 276558.50</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vickie L. Moler</i>	TELEPHONE (304) 746-2012	DATE 10/11/2011
TITLE Director of Government Operations	FEIN 34-0117420	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 Manufacturer'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: Wendell Withrow  
 Telephone Number: 304 746 2012  
 Fax Number: 304 746 2018  
 Email Address: WWITHROW@applied.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.

DCBATT11A  
Pricing Information Worksheet

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	6V-HD	Rayovac Brand	6V-HD Industrial Heavy Duty 6 volt. spring terminals	6V-HD	5.64	3.10	3,500	10850.00
2	AL-9VA	Rayovac Brand	AL-9V Alkaline 9 volt	AL-9VA	4.00	2.20	11,000	24200.00
3	AL-AA	Rayovac Brand	AL-AA Alkaline AA	AL-AA	1.34	0.74	130,000	96200.00
4	AL-AAA	Rayovac Brand	AL-AAA Alkaline AAA	AL-AAA	1.36	0.75	82,500	61875.00
5	AL-C	Rayovac Brand	AL-C Alkaline C	AL-C	2.02	1.11	20,200	22422.00
6	AL-D	Rayovac Brand	AL-D Alkaline D	AL-D	2.30	1.26	30,000	37800.00
7	HD-9V	Rayovac Brand	HD-9V Heavy Duty 9 volt	HD-9V	2.06	1.13	200	226.00
8	HD-AA	Rayovac Brand	HD-AA Heavy Duty AA	HD-AA	0.66	0.36	1,500	540.00
9	HD-DA	Rayovac Brand	HD-DA Heavy Duty D	HD-DA	0.98	0.54	800	432.00
10	IN2	Rayovac Brand	IN2 Industrial 2D Size with PR2 bulb and ring hanger	IN2	6.76	3.72	400	1488.00
11	IV2D	Rayovac Brand	IV2D Yellow 2 D size Utility Flashlight	IV2D	3.94	2.17	350	759.50
12	IN2KML	Rayovac Brand	IN2KML Yellow 2 D size Utility Flashlight with magnet	IN2KML	10.54	5.80	450	2610.00
13	KFL	Rayovac Brand	KFL Krypton Lantern with stand	KFL	11.20	6.16	200	1232.00
14	EFL6V-BA	Rayovac Brand	EVBFL6V-B Floating Lantern and general purpose 6-volt Lantern battery in sleeve	EFL6V-BA	7.62	4.19	600	2514.00
15	RL123A-1	Rayovac Brand	RL123A-1 Photo battery	RL123A-1	10.84	5.96	2,250	13410.00
<b>TOTAL COST:</b>								<b>276556.50</b>

**Discount Percentage**  
(Applied to items above and Catalogue items)

45 %

Note 1: Discounted unit prices must reflect the discount percentage listed in the above box as explained in the RFQ 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:  Date: 10/26/11

US RAYOVAC INDUSTRY NET PRICE LIST (August 23, 2011)

Battery Size	Stock Number/ SKU	Description	Mfg. UPC	Batteries/ Case	Case Qty.	Each List Price	Case List Price
<b>Alkaline Ultra Pro Contractor Packs</b>							
	ALAA-24	Alkaline Reclosable AA-24 Pack	12800474097	288	12	28.80	345.60
	ALAA-48	Alkaline Reclosable AA-48 Pack	12800503889	384	8	57.60	460.80
	ALAAA-18	Alkaline Reclosable AAA-18 Pack	12800474103	216	12	23.04	276.48
	ALAAA-24	Alkaline Reclosable AAA-24 Pack	12800507986	288	12	28.80	345.60
	ALC-12	Alkaline Reclosable C-12 Pack	12800474110	96	8	23.28	186.24
	ALD-12	Alkaline Reclosable D-12 Pack	12800474127	96	8	26.40	211.20
	AL9V-8	Alkaline Reclosable 9V-8 Pack	12800474080	96	12	30.40	364.80
	AL9V-12	Alkaline Reclosable 9V-12 Pack	12800507832	144	12	45.60	547.20
<b>Alkaline Ultra Pro Shrink-Wrapped Batteries</b>							
	AL-AA	Alkaline Shrink-Wrapped AA-8 Pack	12800000432	96	12	1.34	128.64
	AL-AAA	Alkaline Shrink-Wrapped AAA-8 Pack	12800000456	96	12	1.36	130.56
	AL-C	Alkaline Shrink-Wrapped C-6 Pack	12800000418	72	12	2.02	145.44
	AL-D	Alkaline Shrink-Wrapped D-6 Pack	12800000425	72	12	2.30	165.60
	AL-9V	Alkaline Shrink-Wrapped 9V-6 Pack	12800000449	72	12	4.00	288.00
<b>Alkaline Bulk</b>							
	815 BULK	Alkaline AA Size	12800173433	500	---	1.46	730.00
	824 BULK	Alkaline AAA Size	12800194636	500	---	1.46	730.00
	814 BULK	Alkaline C Size	12800177721	168	---	2.10	352.80
	813 BULK	Alkaline D Size	12800174676	105	---	2.10	220.50
	813FT	Alkaline D Size, Flat Top	12800000005	105	---	1.94	203.70
	A1604 BK210	Alkaline 9-Volt	12800236046	210	---	4.28	898.80
<b>Heavy Duty Batteries</b>							
	HD-AA	Heavy Duty Shrink-Wrapped AA-8 Pack	12800000487	96	12	0.66	63.36
	HD-C	Heavy Duty Shrink-Wrapped C-6 Pack	12800000463	72	12	0.90	64.80
	HD-DA	Heavy Duty Shrink-Wrapped D-6 Pack	12800000470	72	12	0.98	70.56
	HD-9V	Heavy Duty Shrink-Wrapped 9V-6 Pack	12800000494	72	12	2.06	148.32
	3AAA-4	Heavy Duty Carded AAA-4 Pack	12800458714	96	24	4.14	99.36
	3AAA-8CTA	Heavy Duty PDQ Tray of 5 Carded AAA-8 Packs	12800507337	240	30	7.70	231.00
	5AA BULK	Heavy Duty AA Size	12800379866	1000	---	0.78	780.00
	6D BULK	Heavy Duty D Size	12800379606	154	---	1.02	147.90
<b>Varta® - Alkaline High Energy</b>							
	V4906121412	Varta Alkaline High Energy AA 2-Pack	4008496559398	40	20	1.66	166.00
	V4906121414	Varta Alkaline High Energy AA 4-Pack	4008496559435	80	20	2.96	296.00
	V4903121412	Varta Alkaline High Energy AAA 2-Pack	4008496559701	20	10	1.84	92.00
	V4903121414	Varta Alkaline High Energy AAA 4-Pack	4008496559749	40	10	2.96	148.00
	V4914121412	Varta Alkaline High Energy C 2-Pack	4008496559312	20	10	4.02	402.00
	V4920121412	Varta Alkaline High Energy D 2-Pack	4008496559237	20	10	4.36	218.00
	V4922121411	Varta Alkaline High Energy 9V 1-Pack	4008496559862	10	10	3.56	178.00
	V4761101412	Varta Alkaline High Energy AAAA 2-Pack	4008496524976	20	10	7.24	362.00
<b>Varta® - Alkaline High Energy Tray Packs</b>							
	V4903121111	Varta Alkaline AAA 10 Pillow Tray	4008496573448	200	---	0.70	140.00
	V4906121354	Varta Alkaline AA 4 Foil Wrap Tray	4008496573400	40	10	3.66	366.00
	V4914121111	Varta Alkaline C Tray	4008496573363	20	---	1.64	32.80
	V4920121111	Varta Alkaline D Tray	4008496573325	20	---	1.96	39.20
	V4922121111	Varta Alkaline 9V Tray	4008496573493	20	---	2.84	56.80
<b>Varta® - Alkaline High Energy Bulk</b>							
	V4903121511	Varta Alkaline AAA Bulk	4008496575053	500	---	0.70	350.00
	V4906121511	Varta Alkaline AA Bulk	4008496574995	500	---	0.70	350.00
	V4922121501A	Varta Alkaline 9V Bulk	4008496575084	272	---	1.86	505.92
<b>Varta® - Rechargeable</b>							
	V5703301402	Varta Rechargeable AAA 1000 mAh 2-Pack	4008496538621	20	10	11.54	115.40
	V5706301402	Varta Rechargeable AA 2700 mAh 2-Pack	4008496528509	20	10	11.54	115.40
	V56722101401	Varta Rechargeable 9V 170 mAh 1-Pack	4008496550814	10	10	16.16	808.00
<b>Varta® - Photo Alkaline</b>							

V4206201404	Varta Photo Alkaline AA 4-Pack	4008496369485	80	20	2.96	296.00
V4203201404	Varta Photo Alkaline AAA 4-Pack	4008496369607	40	10	2.92	146.00
<b>Varta® - Photo Lithium</b>						
V6205301401A	Varta Photo Lithium 3V, 123A 1-Pack	4008496537280	10	10	5.28	52.80
V6205301402A	Varta Photo Lithium 3V, 123A 2-Pack	4008496537327	20	10	9.16	91.60
V6204301401A	Varta Photo Lithium 6V, 223 or CR-P2 1-Pack	4008496537242	10	10	9.54	95.40
V6203301401A	Varta Photo Lithium 6V, 2CR5 1-Pack	4008496537204	10	10	9.54	95.40
V6206301401	Varta Photo Lithium 3V, CR2 1-Pack	4008496537365	10	10	7.54	75.40
V6206301402A	Varta Photo Lithium 3V, CR2 2-Pack	4008496537402	20	10	17.92	179.20
V6207301401A	Varta Photo Lithium 3V, CRV3 1-Pack	4008496537440	10	10	32.94	329.40
<b>Varta® - Photo Lithium Bulk</b>						
V6203201501A	Varta Photo Lithium 6V, 2CR5 Bulk	4008496163915	48	48	37.98	2,126.88
V6205201501A	Varta Photo Lithium 6V, CR123A Bulk	4008496575527	128	128	4.58	586.24
<b>Varta® - Electronic Alkaline</b>						
N	Varta Electronic Alkaline 1.5V, N	4008496128136	10	10	2.04	20.40
V10GA	Varta Electronic Alkaline 1.5V, V 10 GA or LR54	4008496297634	10	10	1.18	11.80
V13GA	Varta Electronic Alkaline 1.5V, V 13 GA or LR44	4008496297641	10	10	1.18	11.80
V23GA	Varta Electronic Alkaline 12V, V 23 GA	4008496261628	10	10	2.16	21.60
V625U	Varta Electronic Alkaline 1.5V, V 625 U	4008496273683	10	10	1.56	15.60
V4034PX	Varta Electronic Alkaline 6V, V 4034 PX or 28 PXA	4008496274055	10	10	4.76	47.60
<b>Varta® - Electronic Lithium</b>						
CR1/3N	Varta Electronic Lithium 3V, CR 1/3 N	4008496274147	10	10	6.02	60.20
CR1216	Varta Electronic Lithium 3V, CR 1216	4008496270705	10	10	1.80	18.00
CR1220	Varta Electronic Lithium 3V, CR 1220	4008496276899	10	10	1.80	18.00
CR2016	Varta Electronic Lithium 3V, CR 2016	4008496276639	10	10	1.38	13.80
CR2025	Varta Electronic Lithium 3V, CR 2025	4008496276875	10	10	1.38	13.80
CR2032	Varta Electronic Lithium 3V, CR 2032	4008496276882	10	10	1.38	13.80
CR2320	Varta Electronic Lithium 3V, CR 2320	4008496270835	10	10	1.60	16.00
CR2430	Varta Electronic Lithium 3V, CR 2430	4008496276929	10	10	1.80	18.00
CR2450	Varta Electronic Lithium 3V, CR 2450	4008496270972	10	10	3.50	35.00
V28PX	Varta Electronic Lithium 6V, V 28 PXL or 2CR 1/3N	4008496274154	10	10	14.82	148.20
<b>Varta® - Electronic Silver</b>						
V76PX	Varta Electronic Silver 1.55 V, V 76 PX	4008496274062	10	10	2.22	22.20
V28PX	Varta Electronic Silver 6.2V, V 28 PX	4008496273911	10	10	10.32	103.20
<b>Varta® - Electronic Watch Batteries</b>						
V2030101111	Varta Electronic Silver 301 in Pill Box Mercury Free	4008496272662	10	10	1.22	12.20
V20303101111	Varta Electronic Silver 303 in Pill Box Mercury Free	4008496272679	10	10	1.44	14.40
V20309101111	Varta Electronic Silver 309 in Pill Box Mercury Free	4008496272761	10	10	0.96	9.60
V20315101111	Varta Electronic Silver 315 in Pill Box Mercury Free	4008496272778	10	10	1.22	12.20
V20317101111	Varta Electronic Silver 317 in Pill Box Mercury Free	4008496272785	10	10	1.40	14.00
V20319101111	Varta Electronic Silver 319 in Pill Box Mercury Free	4008496260652	10	10	1.28	12.80
V20321101111	Varta Electronic Silver 321 in Pill Box Mercury Free	4008496272792	10	10	0.96	9.60
V20329101111	Varta Electronic Silver 329 in Pill Box Mercury Free	4008496272822	10	10	1.28	12.80
V20341101111	Varta Electronic Silver 341 in Pill Box Mercury Free	4008496272976	10	10	1.76	17.60
V20344101111	Varta Electronic Silver 344 in Pill Box Mercury Free	4008496273256	10	10	1.32	13.20
V20357101111	Varta Electronic Silver 357 in Pill Box Mercury Free	4008496273287	10	10	0.66	6.60
V20362101111	Varta Electronic Silver 362 in Pill Box Mercury Free	4008496273294	10	10	0.58	5.80
V20364101111	Varta Electronic Silver 364 in Pill Box Mercury Free	4008496273300	10	10	1.30	13.00
V20370101111	Varta Electronic Silver 370 in Pill Box Mercury Free	4008496273386	10	10	0.72	7.20
V20371101111	Varta Electronic Silver 371 in Pill Box Mercury Free	4008496273416	10	10	1.40	14.00
V20377101111	Varta Electronic Silver 377 in Pill Box Mercury Free	4008496273423	10	10	0.72	7.20
V20379101111	Varta Electronic Silver 379 in Pill Box Mercury Free	4008496273508	10	10	0.72	7.20
V20384101111	Varta Electronic Silver 384 in Pill Box Mercury Free	4008496273560	10	10	0.68	6.80
V20386101111	Varta Electronic Silver 386 in Pill Box Mercury Free	4008496273577	10	10	1.02	10.20
V20389101111	Varta Electronic Silver 389 in Pill Box Mercury Free	4008496273584	10	10	0.78	7.80
V20390101111	Varta Electronic Silver 390 in Pill Box Mercury Free	4008496273652	10	10	0.96	9.60
V20391101111	Varta Electronic Silver 391 in Pill Box Mercury Free	4008496273669	10	10	0.76	7.60



V20392101111	Varta Electronic Silver 392 in Pill Box Mercury Free	4008496273705	10	10	0.42	42.00
V20393101111	Varta Electronic Silver 393 in Pill Box Mercury Free	4008496273843	10	10	0.86	86.00
V20394101111	Varta Electronic Silver 394 in Pill Box Mercury Free	4008496273850	10	10	0.94	94.00
V20395101111	Varta Electronic Silver 395 in Pill Box Mercury Free	4008496273867	10	10	0.64	64.00
V20396101111	Varta Electronic Silver 396 in Pill Box Mercury Free	4008496274239	10	10	0.70	70.00
V20397101111	Varta Electronic Silver 397 in Pill Box Mercury Free	4008496274246	10	10	0.64	64.00
V20399101111	Varta Electronic Silver 399 in Pill Box Mercury Free	4008496274352	10	10	0.80	80.00
<b>Lantern and Barricade Batteries</b>						
806	6-Volt Spring Terminals, Alkaline D Cell	12800463664	6	6	15.64	93.84
808	6-Volt Spring Terminals, Alkaline F Cell	12800500253	4	4	17.22	68.88
918	6-Volt Screw Terminals, General Purpose	12800186891	6	6	16.20	97.20
941	6-Volt Spring Terminals, General Purpose	1280022858	12	12	5.22	62.64
944R	6-Volt Spring Terminals, Heavy Duty	12800223435	6	6	6.96	41.76
944-2R	6-Volt Spring Terminals (2-Pack), Heavy Duty	12800374083	8	4	13.52	54.08
945R4	6-Volt Lantern, Screw Terminals, Heavy Duty	12800223350	4	4	8.34	33.36
926	12-Volt Screw Terminals, General Purpose	12800206285	6	6	20.06	120.36
<b>Emergency, Ignition, and Fence Batteries</b>						
641	6-Volt Screw Terminals, Electric Fence	12800226405	6	6	45.36	272.16
803	7.5-Volt Screw Terminals, Alkaline Emergency Lantern Battery	12800464418	4	4	51.06	204.24
903	7.5-Volt Screw Terminals, Emergency	12800165766	4	4	47.88	191.52
<b>OPP Rechargeable Pre-charged Low Self Discharge Batteries</b>						
LD715-4OP	OPP Low Self Discharge NiMH Carded AA-4 Pack	12800512515	N/A	6	14.10	84.60
LD724-4OP	OPP Low Self Discharge NiMH Carded AAA-4 Pack	12800512539	N/A	6	14.10	84.60
LD715-8OP	OPP Low Self Discharge NiMH Carded AA-8 Pack	12800512522	N/A	6	23.30	139.80
<b>Easy Rechargeable Battery Chargers</b>						
PS131E GEN	OPP 4 position AA/AAA Charger	12800509645	N/A	4	12.36	49.44
PS19-2B	USB 2 position OPP Charger with 2AA OPP NiMH batteries	12800513277	N/A	6	14.56	87.36
PS131-48E	OPP 4 position AA/AAA Charger with 2AA and 2AAA OPP NiMH batteries	12800513253	N/A	4	15.50	62.00
<b>Platinum Rechargeable Pre-charged Low Self Discharge Batteries</b>						
PL715-4	2100 mAh NiMH AA 4-pack	12800513185	N/A	6	17.70	106.20
PL724-4	800 mAh NiMH AAA 4-pack	12800513192	N/A	6	17.70	106.20
PL714-2 GEN	3000 mAh NiMH C 2-pack	12800513178	N/A	6	17.70	106.20
PL713-2 GEN	3000 mAh NiMH D 2-pack	12800513161	N/A	6	17.70	106.20
PL1604-1 GEN	200 mAh NiMH 9V 1-pack	12800513208	N/A	6	17.70	106.20
<b>Platinum Rechargeable Battery Chargers</b>						
PS33-4B	Platinum 4 position AA/AAA Charger with 2AA and 2AAA Platinum NiMH batteries	12800513536	N/A	4	21.16	84.64
PS20PL GEN	Platinum AA/AAA/C/D/9V Universal Charger	12800513147	N/A	3	37.40	112.20
<b>Hearing Aid Batteries</b>						
L107A-82M	Mercury Free Hearing Aid Battery Size 10 8 Pack	12800511730	N/A	5	17.76	88.80
L137A-82M	Mercury Free Hearing Aid Battery Size 13 8 Pack	12800511747	N/A	5	15.68	78.40
L312A-82M	Mercury Free Hearing Aid Battery Size 312 8 Pack	12800511754	N/A	5	15.68	78.40
L675A-82M	Mercury Free Hearing Aid Battery Size 675 8 Pack	12800512072	N/A	5	15.70	78.50
L107A-16ZM	Mercury Free Hearing Aid Battery Size 10 16 Pack	12800511761	N/A	5	30.88	154.40
L137A-16ZM	Mercury Free Hearing Aid Battery Size 13 16 Pack	12800511778	N/A	5	26.88	134.40
L312A-16ZM	Mercury Free Hearing Aid Battery Size 312 16 Pack	12800511785	N/A	5	26.88	134.40
L107A-24ZM	Mercury Free Hearing Aid Battery Size 10 24 Pack	12800512027	N/A	40	41.42	165.68
L137A-24ZM	Mercury Free Hearing Aid Battery Size 13 24 Pack	12800512010	N/A	40	36.66	146.64
L312A-24ZM	Mercury Free Hearing Aid Battery Size 312 24 Pack	12800512027	N/A	40	36.66	146.64
<b>Photo Batteries</b>						
RL123A-1	Photo Lithium Carded 123A 1-Pack, 3.0 Volt	12800462339	N/A	6	10.84	65.04
RL123A-2	Photo Lithium Carded 123A 2-Pack, 3.0 Volt	12800462704	N/A	6	20.54	123.24
RLCR2-1	Photo Lithium Carded CR2 1-Pack, 3.0 Volt	12800462377	N/A	6	10.84	65.04
RLCR2-2	Photo Lithium Carded CR2 2-Pack, 3.0 Volt	12800477562	N/A	6	20.54	123.24
RL2CR5-1	Photo Lithium Carded 2CR5 1-Pack, 6.0 Volt	12800462391	N/A	6	19.88	119.28
RL223A-1	Photo Lithium Carded 223A 1-Pack, 6.0 Volt	12800462353	N/A	6	19.88	119.28
RLCRV3-1	Digital Photo Lithium Carded CRV3 1-Pack, 3.0 Volt	12800491193	N/A	6	25.14	150.84
<b>Electronic Keyless Entry Batteries</b>						
KE23A-12M	Alkaline Keyless Entry Battery 23A Size Carded 1-Pack, 12 Volt Mercury Free	12800517145	N/A	6	2.24	13.44
KECR1616-1	Lithium Keyless Entry Battery 1616 Size Carded 1-Pack, 3.0 Volt	12800462827	N/A	6	2.24	13.44

D	RM4DLN	4D 6 Watt Area Lantern	12800508853		4	58.22	232.88
AAA	RM8THL-B	3AAA Blood Tracker 3-N-1 LED Headlight	12800515332		4	28.22	112.88
2032	RMCLPBT-B	2 CR2032 Blood Tracker LED Hat Clip Light	12800515356		4	21.16	84.64
C	RMSP-B	4C 3 Watt LED Spotlight	12800515349		3	42.32	126.96
<b>Sportsman® Xtreme</b>							
AAA	SE1W2AA-B	2AAA 1 Watt LED Metal Light with Alkaline Batteries	12800506460		4	26.38	105.52
AA	SE1UX2AA3W-B	2AA 3 Watt Luxeon LED Flashlight with Alkaline Batteries	12800506996		4	46.58	186.32
AA	SEF2AA-B	2AA 2 Watt LED EZ-Focus Flashlight with Alkaline Batteries	12800507894		4	39.50	158.00
C	SE4W3C	3C 4 Watt LED Metal Flashlight	12800506514		4	41.92	167.68
AA	SE1W/HLT-B	1AA 1 Watt LED Multi-Function Headlight with Diffuser & Alkaline Batteries	12800506484		4	34.14	136.56
AA	SE3AAHDLT-BX	3AAA 3 Watt LED Headlight with Alkaline Batteries	12800507610		4	42.32	169.28
AAA	SE3AAAMN-B	3AAA Mini LED Flashlight with Alkaline Batteries & Holster	12800512171		4	21.16	84.64
AAA	SE5LEDHLT-B	3AAA 5 LED Headlight with Alkaline Batteries	12800512867		4	14.10	56.40
AAA	SPHW3AAA-BX	3AAA 0.5 Watt LED Aluminum Flashlight with Alkaline Batteries & Holster	12800507542		6	15.50	93.00
AAA	SPHLT3AAA-B	3AAA 5 LED Multi-Function Headlight with Alkaline Batteries	12800507108		4	21.72	86.88
AAA	SP1W3AALN-B	3AA 1 Watt LED Mini Lantern with Alkaline Batteries	12800507870		4	22.58	90.32
D	SE3DLNTP	3D 4 Watt 300 Lumen Lantern	12800508587		4	42.34	169.36
D	SP4D-KB	4D Krypton Area Lantern	12800473946		6	22.92	137.52
D	SP8D	8D Area Lantern with Twin 9 Watt Fluorescent U-Tubes	12800485543		4	45.32	181.28
<b>Brilliant Solutions™</b>							
AA	BRSELED2AA-BA	2AA LED Flashlight with Batteries	12800512270		6	5.62	33.72
D	BRSELED2D-BA	2D LED Flashlight with Batteries	12800512294		6	7.04	42.24
AAA	BRSLD3AAA-BA	3AAA LED Flashlight with Batteries	12800506347		4	9.28	37.12
AAA	BRSLD3AAA-B2A	3AAA LED Flashlight Twin Pack with Batteries	12800507122		4	17.06	68.24
AAA	BRSLDPEIN-BA	1AAA LED Pen Light with Battery	12800506613		12	6.18	74.16
CR1220	BRSLDKEY-BRA	LED Keychain with Mixed Color Case & Batteries	12800509485		12	4.66	55.92
AAA	BRSLDKEY-BMFA	1AAA LED Mini Flashlight Keychain with Battery	12800509607		12	7.04	84.48
AAA	BRSMINI-BA	3AAA LED Mini Pocket Light with Batteries	12800508129		4	7.04	28.16
AAA	BRSGEL4AAA-BA	4AAA LED Gel Grip Flashlight with Batteries	12800508105		6	9.84	59.04
AA	BRSGEL6AA-BA	6AA LED Gel Grip Flashlight with Batteries	12800508112		4	12.68	50.72
AA	BRSGEL2AA-BA	2AA LED Gelly Grip Flashlight with Batteries	12800511693		4	10.34	41.36
AA	BRSLD3PK-BTPA	2x2AA 1x2D LED Combo 3-Pack with Batteries	12800513280		4	16.92	67.68
AAA	BRSL4LED-BA	3AAA 14 LED Glow in the Dark Flashlight with Batteries	12800514069		4	8.44	33.76
D	BRSELED-B	2D 5 LED Flashlight with Batteries	12800515240		4	9.86	39.44
AAA	BRSSLEDHLT-B	3AAA 5 LED Headlight	12800514076		4	14.10	56.40
AAA	BRSS9LED-B	3AAA 9 LED Flashlight with Batteries	12800515905		6	3.86	23.16
<b>Rubber and Aluminum</b>							
AA	2AA-B RBC	2AA Red & Black Flashlight with Batteries	12800501243		4	7.70	30.80
D	2D-B RBC	2D Red & Black Flashlight with Batteries	12800501250		4	10.06	40.24
AA	4AALN RB	4AA Red & Black Lantern	12800501298		2	15.48	30.96
<b>Value Bright™ Lights</b>							
D	E2D-BC	2D Flashlight with Batteries	12800505661		6	3.86	23.16
AA	EV82AA-BB	2AA Flashlight with Batteries	12800507139		6	2.10	12.60
D	EV82D2D-BD98	2x2D Flashlight Twin Pack with Batteries	12800509812		6	7.24	43.44
6V	EFL6V-BA	Floating Lantern with 6V Battery	12800512973		6	7.62	45.72
AA/D	GPR2AA2AA2D-BA	2x2AA 1x2D General Purpose Flashlight Combo 3-Pack with Batteries	12800501915		4	13.26	53.04
<b>Bulbs</b>							
	K2-2T	Krypton Bulb for 2D Flashlights, Flanged Base, 2-pack	12800376148		10	3.02	72.48
	K3-2T	Krypton Bulb for 3D Flashlights, Flanged Base, 2-pack	12800376223		10	3.02	72.48
	K4-2T	Krypton Bulb for 4A Flashlights, Flanged Base, 2-pack	12800385393		10	3.02	72.48
	K13-2T	Krypton Bulb for 4D Flashlights or 6V Applications or Lanterns, Flanged Base, 2-pack	12800385478		10	3.02	72.48
	F9W-1	9 Watt Fluorescent Tube Bulb for 9 Watt Lanterns	12800485833		6	5.88	35.28

# 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*, §61-6-3), 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: Applied Industrial Technologies, Inc.                      Signed: Vickie L. Molerda  
 Date: 10/11/11    Title: Director of Government Operations

\*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 exceeds 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: Applied Industrial Technologies, Inc.

Authorized Signature: Vickie L. Molenka Date: October 11, 2011

State of Ohio

County of Cuyahoga, to-wit:

Taken, subscribed, and sworn to before me this 11th day of October, 2011.

My Commission expires 12/31/2013, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC *Carolyn SRP*



**CAROLYN SRP**  
Notary Public, State of Ohio  
My Commission Expires  
December 3, 2013