



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
 DCBATT11

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

STATE ELECTRIC SUPPLY CO.
 2010 2nd Avenue Huntington, WV 25703
 304-523-7491
 Toll Free 1-800-624-3417
 Customer Focused/Quality Driven

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

DATE PRINTED 08/04/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 09/01/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY DRY CELL BATTERIES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH THE CLOSE OF BUSINESS ON 08/16/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED.</p> <p>ADDRESS INQUIRIES TO:</p> <p>GUY NISBET DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV. 25305-0130 FAX: 304.558.4115 E-MAIL: GUY.L.NISBET@WV.GOV</p>						
0001	1	EA	450-06	DRY CELL BATTERIES, FLASHLIGHTS AND LANTERNS		



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Bill Blawie</i>	TELEPHONE 304-523-7491	DATE 9/1/11	
TITLE <i>MANAGER</i>	FEIN 55-0384235	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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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 IN THE TERMS AND CONDITIONS FOR						

SIGNATURE	TELEPHONE	DATE
<i>Bin Blaine</i>	304-523-7491	9/1/11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
MANAGER	55-0384235	

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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 VIRGINI</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ben Blum</i>	TELEPHONE 304.523.7491	DATE 9/1/11
TITLE MANAGER	FEIN 55-0384235	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: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</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.: DCBATT11-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bin Bl</i>	TELEPHONE 304.523.7491	DATE 9/1/11
TITLE <i>MANAGER</i>	FERN 55-0384235	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE:				09/01/2011		
BID OPENING TIME:				1:30 P.M.		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304.522	9624	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Bill BLEVINS		
***** THIS IS THE END OF RFQ DCBATT11 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Bill Blevins</i>	TELEPHONE 304-523-7491	DATE 9/1/11
TITLE MANAGER	FEIN 55-0384235	ADDRESS CHANGES TO BE NOTED ABOVE

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DCBATT11 - Pricing/Information Page

Item No.	Equal to or Exceed	Description	WV Electric Supply (Qty)	Discounted Unit Price	Total
1	Rayovac	6V HD Industrial Heavy Duty 6 volt spring terminals	3,500	3.95	13,825.00
2	Rayovac	AL 9V Alkaline 9 volt Size Shrink 6 pack	18,000	2.80	50,400.00
3	Rayovac	AL AA Alkaline AA Size Shrink 8 pack	139,800	.94	131,412.00
4	Rayovac	AL AAA Alkaline AAA Size Shrink 8 pack	100,000	.95	95,000.00
5	Rayovac	AL C Alkaline C Size Shrink 6 pack	20,000	1.41	28,200.00
6	Rayovac	AL D Alkaline D Size Shrink 6 pack	30,000	1.61	48,300.00
7	Rayovac	IN2 Industrial 2 D Size with PR2 Bulb and Ring Hanger	400	4.73	1,892.00
8	Rayovac	IV2D Yellow 2 D Size Utility Flashlight	400	2.76	1,104.00
9	Rayovac	IV2DM Yellow 2 D Size Utility Flashlight with magnet	245	7.38	1,808.10
10	Rayovac	KFL Krypton Lantern with Stand	400	7.84	3,136.00
11	Rayovac	EVBFL 6V--B Floating Lantern and general purpose 6-volt Lantern Battery in sleeve	1,664	5.01	8,336.64
12	Rayovac	RL123A1 Photo Battery	2,000	7.59	15,180.00
				Grand Total	\$398,593.74

Single discount from list

30 % (X.70)

Vendor: STATE ELECTRIC Supply Co. INC

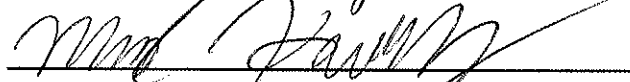
REFERENCE LIST PRICE
SHEET # WYBATT11
DATED 6/1/11

Contract Coordinator: MARK HOLLOWAY

Telephone Number: 304. 523. 7491

Fax Number: 304. 522. 9624

Email Address: MARK.HOLLOWAY@STATEELECTRIC.COM

Signature: 

Certification: By signing and submitting this bid, we hereby certify under penalty for fraud that all products listed meet all specifications contained in DCBATT11.

Customer: STATE ELECTRIC SPLY (AD) [110521]
 2010 2ND AVENUE
 HUNTINGTON WV US 25703



Price List WVBATT11

1 of 10

Price On : 6/1/11

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Unit	LIST Case
INDUSTRIAL MAXIMUM PRO PACK							
	12800474127	ALD-12F	ALK D CONTRACTOR P	8	BTY	26.4	211.2
	12800474110	ALC-12F	ALK C CONTRACTOR PA	8	BTY	23.28	186.24
	12800507832	AL9V-12F	ALK 9V CONTRACTOR P	12	BTY	45.6	547.2
	12800474080	AL9V-8F	ALK 9V CONTRACTOR P	12	BTY	30.4	364.8
	12800503889	ALAA-48F	ALK AA CONTRACTOR P	8	BTY	57.6	460.8
	12800474097	ALAA-24F	ALK AA CONTRACTOR P	12	BTY	28.8	345.6
	12800474103	ALAAA-18F	ALK AAA CONTRACTOR	12	BTY	23.04	276.48
	12800507986	ALAAA-24F	ALK AAA CONTRACTOR	12	BTY	28.8	345.6
INDUSTRIAL MAXIMUM SHRINK WRAP							
	12800000425	AL-D	ALK D INDUSTRIAL 6P	72	BTY	2.3	165.6
	12800000418	AL-C	ALK C INDUSTRIAL 6P	72	BTY	2.02	145.44
	12800000449	AL-9VA	ALK 9V INDUSTRIAL 6	12	BTY	24	288
	12800000449	AL-9V	ALK 9V INDUSTRIAL 6	72	BTY	4	288
	12800000432	AL-AA	ALK AA INDUSTRIAL 8	96	BTY	1.34	128.64
	12800000456	AL-AAA	ALK AAA INDUSTRIAL	96	BTY	1.36	130.56
CHARGERS CLAM							
	12800513147	PS20PL GEN	PLATINUM UNIVERSAL	3		37.4	112.2
	12800513277	PS19-2B	USB OPP CHARGER W/2	6		14.56	87.36
	12800513536	PS33-4B	PLATINUM CHARGER W/	4		21.16	84.64
	12800509645	PS131E GEN	4-POSITION NIMH CHA	4		12.36	49.44
	12800513253	PS131-4BE	4-POS OPP NIMH CHAR	4		15.5	62
NIMH BATTERIES CARDS							
	12800513161	PL713-2 GEN	PLATINUM RECHRG LSD	6		17.7	106.2

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Price List

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Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Unit	LIST Case
NIMH HYBRID CARDS							
	12800513178	PL714-2 GEN	PLATINUM RECHRG LSD	6		17.7	106.2
	12800513208	PL1604-1 GEN	PLATINUM RECHRG LSD	6		17.7	106.2
	12800513185	PL715-4	PLATINUM RECHARGEAB	6		17.7	106.2
	12800513192	PL724-4	PLATINUM RECHARGEAB	6		17.7	106.2
NIMH HYBRID MULTI-CARDS							
	12800512515	LD715-4OP	RAYOVAC OPP PRECHAR	6		14.1	84.6
	12800512539	LD724-4OP	RAYOVAC OPP PRECHAR	6		14.1	84.6
RAYOVAC HEAVY DUTY BULK OTHER							
	12800379606	6D BULK	HVY DTY D BULK	145		1.02	147.9
	12800379866	5AA BULK	HVY DTY AA BULK	1,000		0.78	780
RAYOVAC HEAVY DUTY CARDS							
	12800458714	3AAA-4	HEAVY DUTY AAA CARD	24		4.14	99.36
RAYOVAC HEAVY DUTY MULTI-CARDS							
	12800507337	3AAA-8CTA	HEAVY DUTY AAA CARD	30		7.7	231
INDUSTRIAL HVY DUTY SHRINK WRAP							
	12800000470	HD-DA	HVY DTY D INDUSTRIA	12		5.88	70.56
	12800000463	HD-C	HVY DTY C INDUSTRIA	72	BTY	0.9	64.8
	12800000494	HD-9V	HVY DTY 9V INDUSTRI	72	BTY	2.06	148.32
	12800000487	HD-AA	HVY DTY AA INDUSTRI	96	BTY	0.66	63.36

Customer: STATE ELECTRIC SPLY (AD) [110521]
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Price List

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Unit LIST	Case
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LOUD 'N CLEAR - STD. 16 PACK							
12800511761		L10ZA-16ZM	10 LOUD N CLR ZA 16	5		30.88	154.4
12800511778		L13ZA-16ZM	13 LOUD N CLR ZA 16	5		26.88	134.4
12800511785		L312ZA-16ZM	312 LOUD N CLR ZA 1	5		26.88	134.4

LOUD 'N CLEAR - STD. 24 PACK							
12800512003		L10ZA-24ZM	10 LOUD N CLR ZA 24	4		41.42	165.68
12800512010		L13ZA-24ZM	13 LOUD N CLR ZA 24	4		36.66	146.64
12800512027		L312ZA-24ZM	312 LOUD N CLR ZA 2	4		36.66	146.64

LOUD 'N CLEAR - STD. 8 PACK							
12800511730		L10ZA-8ZM	10 LOUD N CLR ZA 8P	5		17.76	88.8
12800511747		L13ZA-8ZM	13 LOUD N CLR ZA 8P	5		15.68	78.4
12800511754		L312ZA-8ZM	152 LOUD N CLR ZA 8	5		15.68	78.4
12800512072		L675ZA-8ZM	675 LOUD N CLR ZA 8	5		15.7	78.5

KEYLESS CARDS							
RAYKECR2032-1							
128004622841		KECR2025-1	LITH KEYLESS ENTRY	6		2.24	13.44
128004622773		KECR2032-1	LITH KEYLESS ENTRY	6		2.24	13.44
128004622759		KE23A-1	ALK KEYLESS ENTRY C	6		2.24	13.44
128004622742		KECR2016-1	LITH KEYLESS ENTRY	6		2.24	13.44
128004622827		KECR1616-1	LITH KEYLESS ENTRY	6		2.24	13.44
12800509133		KECR1620-1	LITH KEYLESS ENTRY	6		2.24	13.44
12800414000		303/357-1	SILVER WATCH/CALC C	6		1.84	11.04
12800414598		376/377-1W	SILVER WATCH/CALC C	6		1.24	7.44
12800509140		KECR1632-1	LITH KEYLESS ENTRY	6		2.24	13.44

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	12800462339	RL123A-1	PHOTO	6		10.84	65.04
LITHIUM CARDS							
	12800513567	UP9VL-1	RAYOVAC ULTRA PRO 9	12		10.44	125.28
LITHIUM PRO PACK							
	12800513574	UP9VL-8	RAYOVAC ULTRA PRO 9	6		83.6	501.6
RAYOVAC GENERAL PURPOSE MULTI W/ BATTS							
	12800501915	GPR2AA2AA2D-B	2x2AA, 2D GEN PURP	4		13.26	53.04
RAYOVAC GENERAL PURPOSE SINGLE W/ BATTS							
	12800506347	BRSELED3AAA-B	BRITE SOLUTIONS 3AA	4		9.28	37.12
	12800501243	2AA-B RB	2AA FLASHLIGHT/BTY	4		7.7	30.8
	12800501250	2D-B RB	2D-B RB, 2D FLASHLI	4		10.06	40.24
	12800501267	KEY-B RB	1AAA KEYCHAIN LIGHT	6		6.18	37.08
BRILLIANT SOLUTIONS MULTI W/ BATTS							
	12800507122	BRSELED3AAA-B2	BRILLIANT SOLUTIONS	4		17.06	68.24
	12800513260	BRSELED3PK-BTP	BRILLIANT SOLN LED	4		15.28	61.12
BRILLIANT SOLUTIONS SINGLE W/O BATTS							
	12800512430	BRSSOLCR	BRILLIANT SOLUTIONS	4		12.68	50.72
BRILLIANT SOLUTIONS SINGLE W/ BATTS							
	12800512324	BRSIN3AAA-B	BRILLIANT SOLN 3AAA	4		7.74	30.96
	12800508129	BRSMINI-BA	BRILLIANT SOLN 3AAA	4		7.04	28.16

Price On :

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INDUSTRIAL LTS - STD BULK OTHER							
	12800480593	12D BULK	2D INDUSTRIAL LIGHT	24		6.54	156.96
INDUSTRIAL LTS - STD SINGLE W/O BATTS							
	12800512287	1LED2AA	INDUSTRIAL 2AA LED	6		2.96	17.76
RAYIN4	12800452088	IN4	2AA INDUSTRIAL	6		6.36	38.16
	12800512300	1LED2D	INDUSTRIAL 2D LED E	6		4.52	27.12
RAYIN2	12800451845	IN2	2D INDUSTRIAL	6		6.76	40.56
RAYIN2-K	12800451852	IN2-K	2D INDUSTRIAL KRYPT	6		7.62	45.72
	12800451883	IN2-KML	2D INDL KRYPTON MAG	6		10.54	63.24
RAYIN2-MS	12800451906	IN2-MS	2D INDUSTRIAL	6		9.04	54.24
	12800437030	IMIN2	2D INDUSTRIAL IMPR	24		6.98	167.52
RAYIN3	12800451913	IN3	3D INDUSTRIAL	6		8.98	53.88
INDUSTRIAL LTS - STD SINGLE W/ BATTS							
	12800452071	12AA-B	2AA INDUSTRIAL BTRY	6		7.9	47.4

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	12800508303	12DLED-B	2D INDUSTRIAL LED F	6		12.68	76.08
	12800451234	12D-B	2D INDUSTRIAL/BTRY	6		10.16	60.96
INDSTRL LTS - SWIVEL SINGLE W/ BATTS							
RAYIL2AA-B	12800465804	ILJ2AA-B	2AA INDL SWIVEL W/B	6		11.18	67.08
	12800465835	ISL2D-B	2D INDL SWIVEL/BTRY	6		14.36	86.16
LANTERNS SINGLE W/ BATTS							
	12800465781	16V-B2	6V INDL LTRN/BTRY	2		15.84	31.68
IND LTS - ECONOMY SINGLE W/O BATTS							
	12800482337	IV2D	2D FLASHLIGHT	12		3.94	47.28
ROUGHNECK SINGLE W/O BATTS							
	12800451135	R2D	2D ROUGHNECK	6		13.64	81.84
ROUGHNECK SINGLE W/ BATTS							
	12800512256	RNT3AAA-B	ROUGHNECK 3AAA TACT	4		37.54	150.16
	12800512348	RNH13AAA-B	ROUGHNECK 3AAA LED	4		25.86	103.44
	12800485727	R2AA-BA	2AA ROUGHNECK XTREM	6		11.3	67.8
	12800512188	RNF4AA-B	ROUGHNECK 4AA FOCUS	4		19.38	77.52
	12800512195	RN2D1W-B	ROUGHNECK 2D 1W LED	4		16.8	67.2
	12800512201	RNR2D-B	ROUGHNECK 2D RUBBER	4		32.32	129.28
	12800451166	R3D	3D ROUGHNECK	6		14.32	85.92
	12800512249	RNC3AA-B	ROUGHNECK 3AA LED C	4		42.32	169.28
LANTERNS SINGLE W/O BATTS							

Customer: STATE ELECTRIC SPLY (AD) [110521]
 2010 2ND AVENUE
 HUNTINGTON WV US 25703



Price List

Price On :

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Unit	LIST Case
SPORTSMAN - STD SINGLE W/ BATTS							
RAYSP8D	12800473946	SP4D-KB	4D SPORTSMAN LTRN/K	6		18.68	112.08
	12800485543	SP8D	SPORTSMAN 8D LANTER	4		45.32	181.28
SPORTSMAN EXTREME SINGLE W/O BATTS							
	12800491391	SPHLTLED-B	SPORTSMAN 3AAA LED	4		20.82	83.28
	12800507108	SPHLT3AAA-B	SPORTSMAN 3AAA LED	4		21.72	86.88
	12800507542	SPHW3AAA-BX	SPORTSMAN 3AAA .5W	6		15.5	93
SPORTSMAN EXTREME SINGLE W/ BATTS							
	12800508587	SE3DLNTP	SPORTSMAN XTREME 3D	4		42.34	169.36
	12800506514	SE4W3C	3C SPORTSMAN EXTRE	4		41.92	167.68
SPORTSMAN EXTREME SINGLE W/ BATTS							
	12800506484	SE1WHLT-B	1AA SPORTSMAN EXTRE	4		34.14	136.56
	12800512171	SE3AAAMN-B	SPORTSMAN XTREME 3A	4		21.16	84.64
	12800512867	SE5LEDHLT-B	SE5LEDHLT-B LINT RO	4		14.1	56.4
	12800507894	SEF2AA-B	SPORTSMAN EXTREME 2	4		39.5	158
	12800506996	SELUX2AA3W-B	2AA SPORTSMAN EXTRE	4		46.58	186.32
	12800507870	SP1W3AALN-B	SPORTSMAN 3AA 1W LE	4		22.58	90.32
	12800507610	SE3AAHDLT-BX	3AA SPORTSMAN EXTRE	4		56.54	226.16
LANTERNS SINGLE W/ BATTS							
RAYEVBFL6V-B	12800502806	EVBFL6V-B	6V FLTG LTRN/BTRY	6		7.16	42.96
	12800512973	EFL6V-B	VALUE BRIGHT 6V FLO	6		7.16	42.96
VALUE BRIGHTS MULTI W/ BATTS							
	12800509812	EVB2D2D-BD9A	VALUE BRIGHT 2D MUL	6		7.24	43.44

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Price List

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Price On :	
						Unit	Case
VALUE BRIGHTS SINGLE W/ BATTS							
12800507139		EV2AA-BA	2AA VALUE BRIGHT FL	6		1.8	10.8
12800505661		E2D-BB	VALUE BRIGHT 2D ECO	6		3.86	23.16
OTHER ECONOMY LIGHTS SINGLE W/ BATTS							
12800501380		E2AA-B	2AA ECONOMY LIGHT W	6		1.8	10.8
KRYPTON CARDS							
12800485833		F9W-1	9 WATT FLUORESCENT	6		5.88	35.28
12800376223		K3-2	K3-2, BULB 2 PER P	40		3.02	120.8
12800376148		K2-2	BULB 2 PER PACK	40		3.02	120.8
12800385478		K13-2	BULB 2 PACK PRE-FOC	40		3.02	120.8
HIGH INTENSITY CARDS							
12800403035		T1-2	BULB 2 PER PACK	40		3.6	144
LIGHT ACCESSORIES BOX							
12800488216		W8B	8IN POLY WAND RED	12		2.82	33.84
LANTERNS SINGLE W/O BATTS							
12800465569		301K	6V KRYPTON LTRN/BTR	6		41.38	248.28
12800403370		KFL	6V KRYPTON FLTG LTR	6		11.2	67.2
REMINGTON ARMS LIGHTS SINGLE W/O BATTS							
12800508853		RM4DLN	REMINGTON ARMS 4D L	4		58.22	232.88

Customer: STATE ELECTRIC SPLY (AD) [110521]
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Price List

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Price On :	
						Unit	Case

REMINGTON ARMS LIGHTS SINGLE WITH BATTS							
	12800512751		RMBT3AAA-B	4		28.22	112.88
	12800508846		RM3AAA-B	4		51.74	206.96
	12800508785		RM2AA-B	4		51.74	206.96
	12800508808		RM2AA-B	4		45.28	181.12
	12800508839		RMHL4AA-BTP	4		64.68	258.72
	12800508815		RM123A-B	4		64.68	258.72

BLACK & DECKER SINGLE W/BATTS							
	12800513369		BDSC-B	4		15.5	62
	12800513406		BD2AAS-B	4		11.28	45.12
	12800513390		BD2AA-B	4		9.86	39.44
	12800513352		BDCLIP-B	4		21.16	84.64
	12800513413		BD2DS-B	4		16.92	67.68
	12800513345		BDC3AA-B	4		42.32	169.28

GEN PRPS LINTN BATTS SINGLE							
	12800226405	641	6V SPECIAL APPL	6		45.36	272.16
RAY918	12800186891	918	6V GEN PRP LTRN BTR	6		16.2	97.2
	12800222858	941	6V GEN PRP LTRN BTR	12		5.22	62.64
RAY926	12800206285	926	12V GEN PRP LB	6		20.06	120.36
	12800165766	903	7.5V EMERGENCY BTRY	4		47.88	191.52

HVY DUTY LINTN BATTS SINGLE							
RAY945R4	12800223350	945R4	6V HVY DTY LTRN BTR	4		8.34	33.36
	12800223435	944R	6V HVY DTY LTRN BTR	6		6.96	41.76

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Price List

Customer SKU	UPC	Stock Number	Description	Case Qty	UOM	Price On :	
						Unit	Case
HVY DUTY LNTN BATTS TWIN PACK							
	12800374083	944-2R	6V HD LTRN BTRY 2PK	4		13.52	54.08
MAXIMUM LANTERN BATT SINGLE							
	12800500253	808	6V ALKALINE LTRN BT	4		17.22	68.88
	12800463664	806	6V ALKALINE LTRN BT	6		15.64	93.84
	12800464418	803	7.5 V EMERGENCY LAN	4		51.06	204.24
GEN PRPS LNTN BATTS BULK OTHER							
	12800421350	6V-GP	6V GP INDL LTRN BTR	12		4.86	58.32
HVY DUTY LNTN BATTS BULK OTHER							
	12800421688	6V-HDM	6V HD INDL LTRN BTR	12		6.72	80.64
RAY6V-HD	12800421503	6V-HD	6V HD INDL LTRN BTR	12		5.64	67.68

DCBATT11 Specifications

SCOPE

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

General Information

1. All products bid, furnished and delivered must meet the needs of the State of West Virginia. Each item bid on the pricing page must be identified with the manufacturer's number and the vendor's item number on the bid form. Vendors are requested to type the pricing pages. Failure to indicate the minimum order quantity on the pricing sheets shall require the vendor to ship any quantity of that product ordered, regardless of order size.
2. Bidders shall complete the pricing on "DCBatt11 Pricing/Information Page". Bidders should complete all columns and information requested. Quantities for each item represent an approximate volume. No future use of contract is guaranteed or implied. The "unit price" must be the final price that will be charged to the State of West Virginia. The award shall be a discount from list, based on discount shown on bid. Entire battery product line shall be covered by the subsequent contract awarded.

Vendor must sign the pricing page.

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

DCBATT11 Specifications

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

**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 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).

DCBATT11 Specifications

SCOPE

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DCBATT11 Specifications

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9. The successful bidder shall not substitute any other brand of products from those awarded, nor sell any additional items under their contract not specifically covered herein, without prior written permission of the Purchasing Division.
10. All products must be highly efficient and effective in the performance of the tasks for which the product is intended to be used.
11. Successful vendor shall provide quarterly reports and annual summaries showing the quantities, dollar value and agencies (including political subdivisions) which have used this contract. Successful vendor shall also be able to provide report showing the top items purchased during the contract period. This report is mandatory and failure of the successful bidder to supply such reports may be grounds for cancellation of contract.
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13. Internet Access – Vendor should be able to provide internet ordering access. If vendor has such capabilities, this should be so noted in their quotation and describe the process for setting up such ordering for state agencies. Internet access is not a requirement for bidding.

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: STATE EXECUTIVE SUPPLY CO. INC. Signed: Bill Blevins
Date: 9/1/11 Title: MANAGER

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

RFQ No. DCBATT IISTATE 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 SIGNATUREVendor's Name: STATE ELECTRIC Supply Co. Inc.Authorized Signature: Bill Blinn Date: 9/1/11State of WVCounty of Cabell, to-wit:Taken, subscribed, and sworn to before me this 1st day of September, 2011.My Commission expires June 21, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC C. Linda Meeking