



**P.O. Box 1156 ♦ 233 S. Patterson
Springfield, MO 65801
Phone (417)-862-3333
www.oreillyauto.com**

To Whom It May Concern:

On behalf of O'Reilly Auto Parts I would like to say THANK YOU for allowing us to bid on your transportation needs. If you decide to choose O'Reilly Auto Parts as a supplier I want to make sure that your quoted discounts and prices are loaded into our computer system to assure a smooth purchasing process. To make sure this happens I would like to request that you send me an award notification notice. This can be done by mail, email, fax, or phone call to my office in Springfield, Missouri. Please include information such as bid number, date, your agency name, and any special requirement of the bid. Upon receipt of this information, we will make sure that this information is loaded into our system and transmitted to the servicing store or stores immediately. My contact information is listed below.

Vanessa Creech
Professional Sales – Bid Analyst II
P.O. Box 1156
233 S. Patterson
Springfield, MO 65801-1156

E-mail address: probids@oreillyauto.com

Fax: 800-925-0899

Phone: 417-862-2674 ext. 7491

If you have any questions, please call me.

Sincerely,

Vanessa Creech
O'Reilly Auto Parts

10/19/16 10:21:55
NW Purchasing Division



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 257445
 Doc Description: Storage and Automotive Batteries
 Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-26	2016-10-20 13:30:00	CRFQ 0212 SWC1700000005	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 O'Reilly Auto Enterprises LLC
 DBA O'Reilly Auto Parts
 233 S. Patterson
 Springfield MO 65802
 417-829-5879

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

Amessa Creech

FEIN # 86-0221312

DATE 10/14/14

All offers subject to all terms and conditions contained in this solicitation

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 10/05/2016 @ 10:30 AM

Submit Questions to: Melissa Pettrey
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: melissa.k.pettrey@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Melissa Pettrey
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 10/20/2016 @ 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5, and § 148-1-6.4.b."

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on

UPON AWARD and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed THIRTY-SIX (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____
_____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

See 3.1.1.8 of Specifications.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

***10. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

_____ for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

** O'Reilly requests more information regarding this paragraph.*

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. 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 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 full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

27. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be ~~merchantable and fit for the purpose intended;~~ and (c) be ~~free from defect in material and workmanship.~~ *New, and delivered free from lien or encumbrance* *subject to a manufacturer's warranty, which vendor will pass-through to State*

28. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

30. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

31. **YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. **LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud, (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

arising from the negligent act or omission of Vendor, its agents, employees, or subcontractors

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith. *Note: Vendor is a publicly-traded company*

and further provided that such laws, rules & ordinance do not materially & adversely affect vendor.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

materially

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may *reasonably* request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing_requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

~~**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:~~

~~a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.~~

~~b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open-hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:~~

~~c. The cost for each contract item used does not exceed one-tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or~~

~~d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.~~

As this is N/A we'd prefer to delete it from the contract.

~~43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.~~

~~The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass, or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.~~

~~All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.~~

As this is N/A, we'd prefer to delete it from the contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Chris George, Sr. Bid Analyst

(Name, Title)

Chris George, Sr. Bid Analyst

(Printed Name and Title)

233 S. Patterson, Springfield, MO 65802

(Address)

417-829-5879 / 800-925-0899

(Phone Number) / (Fax Number)

probids@oreillyauto.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

O'Reilly Auto Enterprises LLC

DBA O'Reilly Auto Parts

(Company)

Vanessa Creech Bid Analyst II

(Authorized Signature) (Representative Name, Title)

Vanessa Creech, Bid Analyst II

(Printed Name and Title of Authorized Representative)

10/14/16

(Date)

417-829-5879 / 800-925-0899

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The State of West Virginia to establish a Open-End contract for Automotive and Storage type batteries for all West Virginia State Agencies and Political Subdivisions. The Contract awarded from this Solicitation shall cover Eligible Items from Vendor's Catalog.

State agencies are exempt from using this Contract for orders totaling \$200.00 or less per month. No agency shall issue a series of requisitions to circumvent the \$25,000 threshold. Violation of the \$25,000 threshold is commonly referred to as "stringing," and is prohibited by law.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **"Catalog"** means the price list or sales catalog that includes all items that Vendor can and will sell under this Contract.
 - 2.2 **"Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 tissues priced at \$4.00 per box has a catalog price of \$4.00. A crate of tissue boxes priced at \$400.00 has a catalog price of \$400.00).
 - 2.3 **"Discount Percentage"** means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
 - 2.4 **"Discounted Price"** means the price that the Vendor will charge Agencies for the purchase of Eligible Items under this Contract. The Discounted Price is the Catalog Price reduced by the Discount Percentage.
 - 2.5 **"Discounted Unit Price"** means the discounted price of one Unit of an Eligible Item purchased under this Contract. The Discounted Unit Price will only be used for evaluation purposes.
 - 2.6 **"Eligible Item"** means any item contained in Vendor's catalog that Vendor can and will sell to the State under this Contract and includes generally all batteries within the Vendor's Catalog.

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

- 2.7 **“Pricing Page”** or **“Pricing Pages”** means the schedule of prices, Discount Percentage, estimated usage, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.8 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.9 **“Total Bid Cost”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the total bid cost.
- 2.10 **“Automotive Battery”** means a 12 Volt lead-acid rechargeable battery that supplies electric energy to an automobile. Traditionally, this is called an SLI, for starting, lighting, ignition, and its main purpose is to start the engine. Batteries are grouped by physical size, type and placement of the terminals, and mounting style.
- 2.11 **“BCI Group Size”** means batteries are grouped by physical size, type and placement of the terminals, and mounting style
- 2.12 **“Cold Cranking Amps”** means is a measurement of the number of amps a battery can deliver at 0 ° F for 30 seconds and not drop below 7.2 volts.
- 2.13 **“Cranking Amps”** means the amount of current a battery can provide at 32 °F (0 °C).
- 2.14 **“Capacity”** means Capacity represents specific energy in ampere-hours (Ah). Ah is the discharge current a battery can deliver over time.
- 2.15 **“Reserve Capacity”** means how long a new, fully charged battery can continue to operate essential accessories if the vehicle’s alternator fails. It identifies how many minutes the battery can deliver a constant current of 25 amps at 80°F without falling below the minimum voltage, 1.75 volts per cell
- 2.16 **“Unit”** means the smallest measurable amount of an Eligible Item and is identified on the Pricing Pages in the Unit column. The Unit will only be utilized for bid evaluation purposes.
- 2.17 **“Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

3.1.1.6 Any shipment of products requiring a Material Safety Data Sheet (MSDS) shall be included with product.

3.1.1.7 Vendor will be required to remove junk cores on a one for one basis, if required by agency or political subdivision. Vendor must show amount of credit per junk core removed and credit the appropriate agency.

3.1.1.8 Vendor must submit an Environmental Protection (EPA) permit number showing that they are an approved EPA recycler and hauler of acid junk cores. This certification should be submitted with Vendor's submitted bid response but will be required before award of contract.

3.1.1 Bidders shall use one discount for all batteries. Vendors must show the "net price" after discount on the pricing page.

3.1.2 Eligible Items must be guaranteed against defective materials and workmanship for a period of three (3) months from the date of shipment to the user. Replacement of any defective battery in this three (3) month period shall be made free of charge.

3.1.3 Manufactures standard warranty shall apply for each battery in its particular application.

4. CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1 Contract Award: This Contract is intended to provide the Agency with a discounted price on all Eligible Items. The Contract shall be awarded to the Vendor that meets the Solicitation specifications and provides the lowest Total Bid Cost for the Eligible Items listed on the Pricing Pages. Notwithstanding the foregoing, the Purchasing Division reserves the right to award this Contract to multiple Vendors if it deems such action necessary.

4.2 Discount Percentage: Vendor shall quote a single Discount Percentage that will reduce the lowest price shown in the Catalog for every Eligible Item. The resulting Discounted Price shall be the price Agencies pay for purchases of that Eligible Item under this Contract.

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

The Discount Percentage and subsequent Discounted 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.

- 4.3 Pricing Pages:** Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Eligible Item includes the Vendor's Eligible Item manufacturer, the manufacturer's number for each Eligible Item, Catalog Prices, Units Provided for Catalog Price, Unit Prices, Discount Percentage, Discounted Unit Prices, and item total costs. The Vendor should also include the Total Bid Cost. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

Vendor must use and submit the attached Excel pricing pages prior to bid opening date and time. Online submissions will not be permitted for this solicitation due to this being a discount pricing scenario.

The Pricing Pages contain a list of frequently purchased items and estimated unit quantity that will be purchased. The estimated unit quantity 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.

Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: melissa.k.pettrey@ny.gov

The Purchasing Division reserves the right to take Vendor's Pricing Pages and insert the appropriate numbers into the Microsoft Excel spreadsheet if Vendor chooses to complete the Pricing Pages in any other way.

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

5. Catalog:

~~5.1 Submission. Vendor must submit its Catalog prior to award of this Contract for evaluation purposes. Vendor shall also mail the Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS 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 Catalog and earmarking, tabbing, or listing 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 Catalog, the actual price shall prevail and the Pricing Pages may be corrected by the Purchasing Division buyer for evaluation purposes.~~

N/A - online Catalog at www.firstcallonline.com

5.2 ~~Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether or not to allow a Catalog update is at the sole discretion of the Purchasing Division. Any request by Vendor to update its Catalog must include a detailed listing of the following: (1) any Eligible Items being removed, Discounted Unit Prices for those items, Agencies quantity usage of those items, and total spent by Agencies on those items; (2) any Eligible Items being added to the Catalog and the Discounted Unit Price of those items; (3) all changes in the Discounted Unit Price to Eligible Items, estimated usage relating to items that have changed in price, and the total impact of the price change on the State; and (4) justification for updating its Catalog. The Purchasing Division may waive the detailed listing requirement if it finds that doing so is in the best interest of the State. Unless an updated catalog is approved, the Eligible Items available under this Contract and prices for those items shall remain unchanged during the term of this Contract.~~

~~In the event that multiple vendors are awarded a contract under the Solicitation, the first priority vendor shall not be permitted to include in its updated Catalog items being sold by a vendor that is lower in ordering priority without the consent of that lower priority vendor.~~

6. ORDERING AND PAYMENT:

6.1 **Ordering:** Agency will issue a Agency delivery Order (ADO) to the Vendor for Items covered by this Contract. Vendor shall accept orders through wvOASIS,

Catalog is updated regularly. Prices bid \$ discounts will remain firm for duration of the contract.

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

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 Catalog originally submitted with this Solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Vendor shall provide the Purchasing Division with access to its internet ordering portal/website, if one will be used under this Contract, to allow the Purchasing Division to ensure that the requirements of this Contract are being met.

- 6.2 Invoicing and Payment:** Vendor shall indicate the discount received on each invoice submitted for 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.

7. DELIVERY AND RETURN:

- 7.1 Delivery Time and Place:** Vendor shall deliver standard orders within four (4) working days after orders are received. Vendor shall deliver emergency orders within two (2) working days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met. Eligible Items must be delivered to any location within the State of West Virginia. *that is within 6 miles of an O'Reilly store.*
- 7.2 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 cancellation of the delayed order, and/or obtaining the items ordered from a third party.

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

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

7.3 Delivery Payment/Risk of Loss: Standard orders of \$250.00 or more shall be delivered *he* 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 Emergency orders under \$250.00 the Agency will pay delivery charges provided that the Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

7.4 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.

7.4.1 Return items must be in resalable conditions; terminals intact, battery has not been frozen or opened; and casing is intact.

7.5 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 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.

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Eligible Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.

9. MISCELLANEOUS:

9.1 **No Substitutions:** Vendor shall supply only Eligible Items contained in its Catalog submitted in response to the Solicitation or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.

9.2 **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.

9.3 **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 *reasonable* 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.

REQUEST FOR QUOTATION
Automotive and Storage type Batteries

9.4 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: Chris George
Telephone Number: 417-829-5879
Fax Number: 800-925-0899
Email Address: probids@oreillyauto.com

AEBATT16- PRICING PAGE

VENDORS SHOULD COMPLETE ALL COLUMNS						Discounted Unit Price Calculation					Bid Total Calculation			
Pricing Page Eligible Item Description														
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product. Below are MINIMUM Required Specification														
Item #	BCI Group Size	Cold Cranking AMPs at 0 F	Reserve Minutes at 25 AMPs	Manufacturer	Period Free Warranty (Months)	Catalogue Price	Units Provided for Catalogue Price	Unit Price	Discount Percentage	Discounted Unit Price	Unit (For Calculation Purposes)	Estimated Unit Qty	Discounted Unit Price	Total Net Cost
1	U1	195	25	Super Start U1LH	6	71.17	Each	71.17	list less 41% or better	40.10	EACH	120	40.10	4812.00
2	34	550	90	Super Start 34ECO	18	157.41		157.41		64.60	EACH	200	64.60	12920.00
3	40R	650	105	SSB 40RPRM	24	186.42		186.42		83.98	EACH	20	83.98	1679.60
4	58	500	75	SSB 58PRM	18	208.46		208.46	0	80.30	EACH	75	80.30	6022.50
5	65	675	130	SSB 65PRM	18	233.88		233.88	0	91.38	EACH	500	91.38	45690.00
6	75	540	85	SSB 75PRM	18	191.51		191.51	0	74.06	EACH	60	74.06	4443.60
7	34/78	650	110	SSB 34/78PRM	18	203.37		203.37	0	102.35	EACH	700	102.35	71645.00
8	4D	1050	290	SSB 4D3	12	279.64		279.64	0	157.77	EACH	40	157.77	6310.80
9	8D	1100	325	SSB 8Da	12	325.41		325.41	0	182.37	EACH	60	182.37	10942.20
10	17TF	530	140	SSB 17TF	12	305.07		305.07	0	155.25	EACH	20	155.25	3105.00
11	30H	650	150	SSB 30H2	12	179.64		179.64	0	99.55	EACH	100	99.55	9955.00
12	31	850	130	SSB 31-4(T)	12	169.47	✓	169.47	✓	92.70	EACH	600	92.70	55620.00

Total Bid Cost 23345.70

AEBATT16- PRICING PAGE

List of Discount Percentages:			
(Use additional sheets if needed for number of discount percentages being offered.)			
	Category		DISCOUNT PERCENTAGE
1	Automobile Batteries		list less 41% or better

FOR COMPLETE PARTS
LOOK UP AND PRICING.
PLEASE VISIT US AT:
www.firstcallonline.com

Vendors should complete the contract coordinator information below:

O'Reilly Auto Enterprises LLC		PHONE: 417 829 5879
VENDOR NAME: DBA O'Reilly Auto Parts		FAX: 800 925 0899
CONTRACT MANAGER: Chris George <small>(Please print)</small>		EMAIL: probids@oreillyauto.com
AUTHORIZED REPRESENTATIVE: <u>Vanessa Creech</u> <small>(Signature)</small>	10/17/16 <small>(Date)</small>	
AUTHORIZED REPRESENTATIVE: Vanessa Creech <small>(Print)</small>		

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

O'Reilly Auto Enterprises LLC

Vendor's Name: DBA O'Reilly Auto Parts

Authorized Signature: _____

Date: 10/17/16

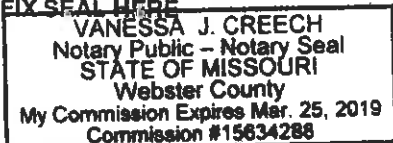
State of Missouri

County of Greene, to-wit:

Taken, subscribed, and sworn to before me this 17 day of October, 2016.

My Commission expires March 25, 2019

AFFIX SEAL HERE



NOTARY PUBLIC

Vanessa J Creech

Purchasing Affidavit (Revised 08/01/2015)

N/A

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:**
 Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. **Application is made for 5% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: _____ Signed: _____

Date: _____ Title: _____

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



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 257445

Doc Description: Storage and Automotive Batteries

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2016-09-26	2016-10-20 13:30:00	CRFQ 0212 SWC1700000005	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

O'Reilly Auto Enterprises LLC
 DBA O'Reilly Auto Parts
 233 S. Patterson
 Springfield MO 65802
 417-829-5879

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

FEIN #

86-0221312

DATE

10/17/16

All offers subject to all terms and conditions contained in this solicitation

SWC1700000005	Document Phase Draft	Document Description Storage and Automotive Batteries	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: SWC1700000005

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as BMS14028 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To add the electronic pricing page to the solicitation.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 257445

Doc Description: Addendum No. 2

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-05	2016-10-20 13:30:00	CRFQ 0212 SWC1700000005	3

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

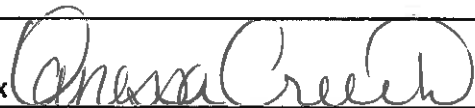
VENDOR

Vendor Name, Address and Telephone Number:

O'Reilly Auto Enterprises LLC
 DBA O'Reilly Auto Parts
 233 S. Patterson
 Springfield MO 65802
 417-829-5879

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X  FEIN # 86-0221312 DATE 10/17/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum No. 2 To publish the attached modifications.

Request For Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an Open-End contract for Automotive and Storage type batteries for all West Virginia State Agencies and Political Subdivisions per the bid requirements, specifications, terms and conditions that are a part of the solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Automotive and Equipment Storage batteries	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26111700			

Extended Description :
Automotive and Equipment Storage batteries

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Questoin Deadline @ 10.30 AM	2016-10-05

SOLICITATION NUMBER: SWC17000005

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as SWC170000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To modify specifications and Exhibit A pricing page, per the attachments.
2. Bid opening remains 10/20/2016 @ 1:30 PM.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ SWC1700000005

Statewide Automotive and Storage type batteries.

See highlighted changes in the Specifications; Section 3; sub section 3.1.1.7; 3.1.1; 7.3; and 7.4.1.

Also see changes to the Exhibit A pricing page. IT now reads "Total Net cost".



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation

Proc Folder: 257445

Doc Description: Addendum No. 3

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2016-10-05	2016-10-20 13:30:00	CRFQ 0212 SWC1700000005	4

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

O'Reilly Auto Enterprises LLC
 DBA O'Reilly Auto Parts
 233 S Patterson
 Springfield MO 65802
 417-829-5879

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
 (304) 558-0094
 melissa.k.pettrey@wv.gov

Signature X

Chessa Creech FEIN # 86-0221312

DATE

10/17/16

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No. 3 To publish the attached modifications.

Request For Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an Open-End contract for Automotive and Storage type batteries for all West Virginia State Agencies and Political Subdivisions per the bid requirements, specifications, terms and conditions that are a part of the solicitation.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Automotive and Equipment Storage batteries	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
26111700			

Extended Description :
 Automotive and Equipment Storage batteries

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Vendor Questoin Deadline @ 10.30 AM	2016-10-05

SOLICITATION NUMBER: SWC1700000005
Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as SWC1700000005 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. To replace the previous electronic versions of the Exhibit A pricing page.
2. Bid opening remains 10/20/2016 @ 1:30 PM

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



BATTERY SPECIFICATIONS

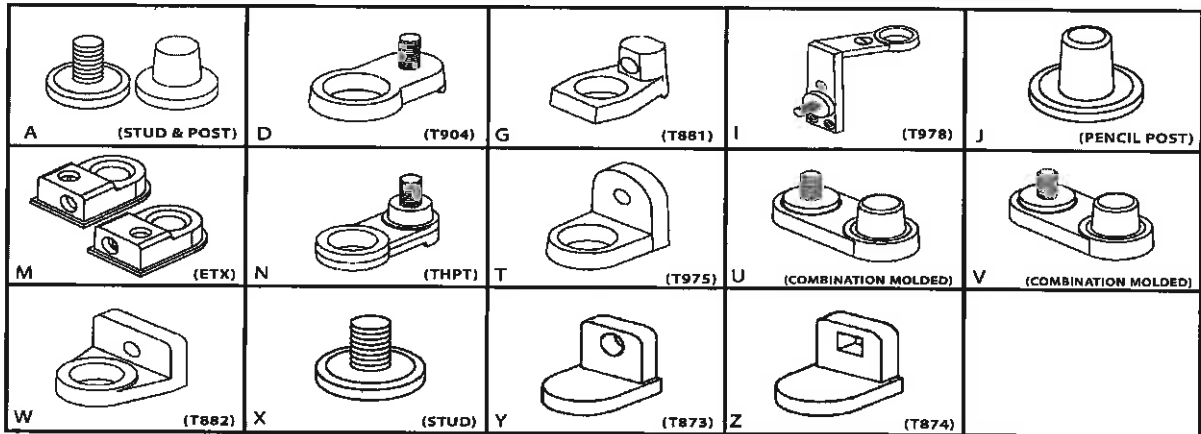
Effective
September 18, 2015
Supersedes all previous information.
Subject to change without notice.

GROUP NO.	PART NO.	PERFORMANCE LEVEL				WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES
		CCA	R.C.	REF. CA	20 HR CAP		LENGTH	WIDTH	HEIGHT	
							in	in	in	
12-VOLT AUTOMOTIVE / LTV - SUPER START PLATINUM - 36 MONTHS FREE										
34	34PLT	775	120	890	55	42.5	10 3/4	6 7/8	8	2,13,17,37,38,39,78
34R	34RPLT	775	120	890	55	42.5	10 3/4	6 7/8	8	2,13,17,37,38,39,78
34/78	34/78PLT	775	120	890	55	43	10 3/4	6 7/8	8	2,13,16,17,38,39
35/85	35PLT	680	100	800	50	40	9 9/16	6 3/4	7 3/4	2,13,17,18,37,38,39
47 (H6/L2)	47PLT	600	100	680	60	39	9 9/16	6 7/8	7 1/2	13,17,22,38,39
48 (H6/L3)	48PLT	760	120	875	70	45.5	11	6 7/8	7 1/2	13,17,22,38,39
49 (H6/L5)	49PLT	850	170	975	92	58	13 15/16	6 7/8	7 1/2	13,17,22,38,39
65	65PLT	750	150	860	75	47.5	12	7 3/8	7 5/8	2,13,17,38,39
78	78PLT	775	120	890	55	43	10 3/4	6 7/8	7 1/4	2,13,17,38,39
94R (H7/L4)	94RPLT	800	140	920	80	52	12 7/16	6 7/8	7 1/2	13,17,22,38,39
95R (H8/L6)	95RPLT	950	190	1050	105	64.5	15 1/2	6 7/8	7 1/2	13,17,22,38,39
46A24L	MIATA	320	45	400	32	24	7 3/4	5 1/8	7 1/4	2,13,22,38,39
S46B24R	PRIUS	325	60	390	46	29.5	9 1/4	5	8 5/8	13,22,38,39,J
12 VOLT - AGM - AUTOMOTIVE AUXILIARY - 12 MONTHS FREE										
AUX	AUX14	200	—	—	12	11.2	5 7/8	3 7/16	5 3/4	13
GROUP NO.	PART NO.	PERFORMANCE LEVEL				WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES
		CCA	R.C.	REF. CA	20 HR CAP		LENGTH	WIDTH	HEIGHT	
							in	in	in	
12-VOLT AUTOMOTIVE / LTV - SUPER START EXTREME - 36 MONTHS FREE										
24	24EXT	725	120	890	42.5	42.5	10 3/4	6 3/4	9	17,22
24F	24REXT	725	120	890	42.5	42.5	10 3/4	6 3/4	9	17,22
34	34EXT	800	115	985	41	41	10 3/4	6 7/8	8	17,18,22,37
35	35EXT	840	95	785	37	37	9 3/4	6 7/8	8 7/8	17,22
47 (H6/L2)	47EXT	650	100	800	37	37	9 9/16	6 7/8	7 1/2	17,22,26
48 (H6/L3)	48EXT	730	120	900	43	43	11	6 7/8	7 1/2	17,22,26
49 (H6/L5)	49EXT	900	185	1105	52.5	52.5	13 15/16	6 7/8	7 1/2	17,22,26
51R	51REXT	800	75	615	30	30	9 3/8	5	8 3/4	22
65	65EXT	850	150	1045	46.5	46.5	12	7 3/8	7 5/8	17,22
75	75EXT	860	95	850	36	36	9 3/4	7	7 1/4	17,22
78	78EXT	800	115	985	41	41	10 3/4	6 7/8	7 1/4	17,22
86	86EXT	850	90	850	35.5	35.5	9	6 7/8	8 1/8	22
90 (T5/LB2)	90EXT	600	90	740	34	34	9 9/16	6 7/8	6 7/8	17,22,26
91 (T6/LB3)	91EXT	700	100	860	38.5	38.5	11	6 7/8	6 7/8	17,22,26
93 (T8/LB5)	93EXT	800	130	985	47.5	47.5	13 15/16	6 7/8	6 7/8	17,22,26
94R (H7/L4)	94REXT	790	140	970	47	47	12 7/16	6 7/8	7 1/2	17,22,26
151R	151REXT	335	55	410	18	18	7 1/4	4 15/16	8 3/4	17,22
12-VOLT AUTOMOTIVE / LTV - SUPER START PREMIUM - 24 MONTHS FREE										
24	24PRM	650	115	800	41	41	10 3/4	6 3/4	9	17,22
24F	24RPRM	650	115	800	41	41	10 3/4	6 3/4	9	17,22
25	25PRM	550	80	675	34	34	9 3/4	6 7/8	8 7/8	17,22
26	26PRMJ	576	90	715	28	28	8 3/16	6 13/16	7 3/4	17,18
26R	26RPRMJ	575	90	715	27.8	27.8	8 3/16	6 13/16	7 3/4	17,18,37
27	27PRM	840	140	1035	51	51	12 5/8	6 3/4	9	17,21
27F	27RPRM	710	120	875	47.5	47.5	12 3/8	6 3/4	9	21
34	34PRM	690	110	850	38	38	10 3/4	6 7/8	8	17,18,22,37
34/78	34/78PRM	800	115	985	42	42	10 3/4	6 7/8	8	14,16,17,18,22,37
35	35PRM	550	90	675	34	34	9 3/4	6 7/8	8 7/8	17,22
36R	36RPRM	650	120	800	41.5	41.5	10 1/4	7 1/4	8	—
40R (T6/LB3)	40RPRM	650	105	800	38	38	11	6 7/8	6 7/8	17,22,26
41 (T6S)	41PRM	650	100	800	38	38	11 9/16	6 7/8	6 7/8	22
42 (T5/LB2)	42PRM	475	70	585	30	30	9 9/16	6 7/8	6 7/8	—
48 (H6/L3)	48PRMJ	615	95	765	35	35	11	6 15/16	7 1/2	17,22
49 (H8/L5)	49PRMJ	825	135	1000	48	48	13 15/16	6 7/8	7 1/2	17,22
51	51PRM	450	70	555	28.5	28.5	9 3/8	5	8 3/4	22
51R	51RPRM	450	70	555	28.5	28.5	9 3/8	5	8 3/4	22
55	62PRM	540	75	665	32.5	32.5	8 3/4	6	8 1/2	17,18
56	56PRMJ	590	95	740	34	34	10 11/16	6	8 5/16	17,18
58	58PRM	580	85	715	32.5	32.5	10	7 1/4	7	17,22
58R	58RPRM	580	85	715	32.5	32.5	10	7 1/4	6 7/8	17,22
59	59PRM	590	100	725	38	38	9 1/2	7 7/16	7 1/2	17
64	64PRM	820	100	765	41.5	41.5	11 3/4	6 1/4	8 7/8	—
65	65PRM	750	140	925	44	44	12	7 3/8	7 5/8	17,22
75	75PRM	850	90	800	34.5	34.5	9 3/4	7	7 1/4	17,22
78	78PRM	890	110	850	37.5	37.5	10 3/4	6 7/8	7 1/4	17,22
79	79PRMJ	840	140	1000	43	43	12 1/16	7 1/16	7 3/8	—
85	85PRM	650	110	800	36	36	9	6 7/8	8 1/8	22
86	86PRM	540	85	665	35.5	35.5	9	6 7/8	8 1/8	22
90 (T5/LB2)	90PRM	590	90	695	34	34	9 9/16	6 7/8	6 7/8	17,22,26
92 (T7/LB4)	92PRM	650	130	800	43	43	12 1/2	6 7/8	6 7/8	17,22,26
95R (H8/L6)	95RPRM	850	190	1045	61.5	61.5	15 1/2	6 7/8	7 1/2	17,22,26
96R	96RPRM	800	90	740	34	34	9 9/16	6 7/8	6 7/8	17,22
101	101PRMJ	650	110	815	35.7	35.7	10 1/4	7 1/16	6 11/16	22
121R	121RPRM	550	80	675	32.5	32.5	8 1/4	6 15/16	8 1/8	22
124	124PRMJ	700	120	875	39.5	39.5	10 3/8	7	8 5/8	22
124R	124RPRM	700	100	860	39.5	39.5	10 1/4	6 7/8	8 3/8	22

GROUP NO.	PART NO.	PERFORMANCE LEVEL			WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES		
		CCA	R.C.	REF. CA		LENGTH	WIDTH	HEIGHT			
						in	in	in			
12-VOLT AUTOMOTIVE / LTV - SUPER START ECONOMY - 12 MONTHS FREE											
24/24R	24/24RECO	550	90	650	35.5	10 3/4	6 3/4	9	14,17,22		
26	26RECO	540	80	665	31	8 3/4	6 3/4	8	17,18,22,37		
26R	26RECO	540	80	665	31	8 3/4	6 3/4	8	17,18,22,37		
34	34RECO	550	90	675	35	10 3/4	6 7/8	8	17,18,22,37		
58	58ECO	500	75	615	31	10	7 1/4	7	17,22		
85	85ECO	650	120	800	41.5	12	7 3/8	7 5/8	17,22		
50	50ECOJ	600	108	750	43	13 3/8	5 3/8	8 7/8	17		
75	75ECO	540	85	685	33	9 3/4	7	7 1/4	17,22		
75/86	75DTECO	650	90	800	35	9 3/4	7	8 1/8	14,16,17,18,22,37		
12-VOLT GARDEN TRACTOR / SMALL ENGINE STARTING - SUPER START LAWN & GARDEN - 3 MONTHS FREE											
U1	U1L	150	---	185	14.5	7 3/4	5 1/8	7 1/4	22,Z		
	U1LH	230	---	285	15.5	7 3/4	5 1/8	7 1/4	22,Z		
	U1LUH	350	---	430	18	7 3/4	5 1/8	7 1/4	22,Z		
U1R	U1RH	230	---	285	15.5	7 3/4	5 1/8	7 1/4	22,Y		
	U1RUH	350	---	430	19	7 3/4	5 1/8	7 1/4	22,Y		
22NF	22NF	360	58	445	29	9 3/8	5 1/2	9	12		
GROUP NO.	PART NO.	CCA	REF. MCA	MINS @ 23A	MINS @ 26A	20 HR CAP	WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES
								LENGTH	WIDTH	HEIGHT	
								in	in	in	
12-VOLT MARINE / RV DEEP CYCLE - 12 MONTHS FREE											
24	24DCM	425	530	150	130	75	46.5	10 3/4	6 3/4	9 3/8	11,17,U
27	27DCM	490	610	200	175	90	53.5	12 1/2	6 3/4	9 3/8	11,17,U
31	31DCM	550	690	225	185	105	60	13	6 3/4	9 1/2	11,17,21,22,A
GROUP NO.	PART NO.	PERFORMANCE LEVEL			WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES		
		CCA	R.C.	REF. MCA		LENGTH	WIDTH	HEIGHT			
						in	in	in			
12-VOLT MARINE STARTING - 12 MONTHS FREE											
24	CAPTAIN	550	90	675	37	10 3/4	6 3/4	9 3/8	17,22,U		
	24MS	800	130	1000	45	10 3/4	6 3/4	9 3/8	17,22,U		
27	27MS	840	182	1050	57.5	12 1/2	6 3/4	9 3/8	17,U		
12-VOLT MARINE / RV DUAL PURPOSE STARTING / DEEP CYCLE SERVICE / AGM - 12 MONTHS FREE											
27M	27MAGM	580	175	900	63	12 3/4	6 3/4	9 7/8	2,13,17,38,39,U		
34M	34MAGM	775	120	890	42.5	10 3/4	6 7/8	8 3/8	2,13,17,38,39,U		
GROUP NO.	PART NO.	PERFORMANCE LEVEL			WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES		
		CCA	R.C.	REF. CA		LENGTH	WIDTH	HEIGHT			
						in	in	in			
6-VOLT COMMERCIAL SERVICE - 12 MONTHS FREE											
1	1	640	130	785	33	9	6 7/8	8 3/4	21,25		
2	2	675	185	830	37	10 3/8	6 7/8	8 3/4	12,25		
2E	2E	620	190	765	42	19 1/4	4	8 7/8	11,15,25		
3EH	3EH	875	250	1075	47	19 1/4	4 1/4	10	12,25		
4	4-4	975	250	1200	48	12 1/2	6 7/8	9 1/2	21,25		
5D	5D	880	250	1080	50	13 3/8	7 1/8	9 1/4	12,25		
19L	19L	440	120	540	28	8 1/4	6 3/4	7 1/2	11,15,25		
8-VOLT COMMERCIAL SERVICE - 12 MONTHS FREE											
1	8V1	520	102	640	32	8 7/8	6 3/4	8 7/8	12,25		
12-VOLT COMMERCIAL SERVICE - 12 MONTHS FREE											
3EE	3EE	400	95	490	42	19 1/4	4 1/4	9	11,25		
3ET	3ET	500	120	615	49.5	19 1/4	4 1/4	9 7/8	12,25		
4DLT	4DLT	850	240	1045	80	20	8 1/8	8 1/8	12,19,25		
4D	4D3	1050	290	1290	97	20 3/4	8 1/2	10 1/8	12,17,21,22		
8D	8D2	1100	325	1355	116	20 3/4	11	10	12,17,25		
	8D2ST	1100	325	1340	117	20 3/4	11	10	12,17,25,1		
	8DFT	1425	440	1755	127	20 3/4	11	10	12,17,21,22		
	8D3ST	1425	440	1730	127	20 3/4	11	10	12,17,21,22,1		
17TF	17TF	530	140	650	58.5	17	6 7/8	8	11,15,19,25		
28	28	550	100	675	42.5	10 1/4	6 3/4	9 1/2	21,22,X		
29NF	29NF	390	90	480	41.5	12 7/8	5 1/2	9	11,15,25		
30H	30H2	650	150	800	51	13	6 3/4	9 1/2	19,21,22		
12-VOLT COMMERCIAL SERVICE - 18 MONTHS FREE											
31	31-4T	760	170	935	55.5	13	6 3/4	9 1/2	17,19,21,22,X		
	31-5T	950	175	1170	56.5	13	6 3/4	9 1/2	17,19,21,22,X		
31P	31-4	760	170	935	55.5	13	6 3/4	9 1/2	17,19,21,22		
	31-5	950	175	1170	56.5	13	6 3/4	9 1/2	17,19,21,22		
31	31HD-T	730	190	900	62	13	6 3/4	9 1/2	17,19,21,22,X		
31P	31HD	730	190	900	62	13	6 3/4	9 1/2	17,19,21,22		
31	AGM31T	925	190	1050	66.5	13	6 3/4	9 1/2	2,13,17,38,39,X		
	AGM31DT	800	200	1000	69	12 15/16	6 3/4	9 3/8	2,13,16,17,38,39,A		
GROUP NO.	PART NO.	CCA	R.C.	REF. CA	WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES		
						LENGTH	WIDTH	HEIGHT			
						in	in	in			
12-VOLT GOLF CAR STARTING BATTERY - 3 MONTHS FREE											
28	GC28G	450	65	555	27.6	8 3/4	6 3/4	8	17,22,G		
70	GC70	540	80	665	31	8 3/4	7	7 1/8	17,18,22,37		
GROUP NO.	PART NO.	20 HR CAP	5 HR CAP	MINS. DISCHARGED @			WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES
				7.5 A	5.6 A	2.6 A		LENGTH	WIDTH	HEIGHT	
								in	in	in	
6-VOLT GOLF CAR - EV - MOTIVE POWER - DEEP CYCLE SERVICE - 12 MONTHS FREE											
GC2	GC110DT	230	174	120	---	448	64	10 1/4	7 1/8	10 7/8	4,11,36,U
	EV125	235	188	132	---	488	68	10 1/4	7 1/8	10 7/8	4,11,36,U
8-VOLT GOLF CAR - EV - MOTIVE POWER - DEEP CYCLE SERVICE - 12 MONTHS FREE											
GC8	GC8120	165	130	85	121	318	68	10 1/4	7 1/8	11 1/8	4,11,36,U
12-VOLT GOLF CAR - EV - MOTIVE POWER - DEEP CYCLE SERVICE - 12 MONTHS FREE											
GC12	GC12V	155	---	77	110	282	86	13 1/8	7 1/16	11 3/8	11,17, N

GROUP NO.	PART NO.	CCA	REF. MCA	R.C.	MINS @ 25A	20 HR CAP	WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES
								LENGTH	WIDTH	HEIGHT	
								in	in	in	
6-VOLT GOLF CAR - EV - SEALED VALVE REGULATED - AGM - 12 MONTHS FREE											
GC2	AGMGC2	680	900	380	409	190	70	10 1/4	7 1/8	10 7/8	2,13,U
6-VOLT GOLF CAR - EV - SEALED VALVE REGULATED - GEL - 6 MONTHS FREE											
GC2	8GGC2	585	850	345	375	180	68	10 1/4	7 1/8	10 7/8	4,38,39,U
GROUP NO.	PART NO.	CCA	REF. MCA	R.C.	MINS @ 25 A	20 HR CAP	WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES
								LENGTH	WIDTH	HEIGHT	
								in	in	in	
12-VOLT - DEEP CYCLE - WHEELCHAIR - EV - MARINE - AGM - 12 MONTHS FREE											
U1	AGMU1	200	240	45	54	32	24	7 3/4	5 1/8	7 1/4	2,13,38,39,Y
22NF	AGM22NF	350	420	85	95	55	39	9 3/8	5 1/2	9 1/4	2,13,38,39,G
24	AGM24	525	600	135	145	79	53	10 7/8	6 3/4	9 7/8	2,13,17,38,39,G
27	AGM27	580	900	175	185	92	63	12 3/4	6 3/4	9 7/8	2,13,17,38,39,G
4D	AGM4D	1110	1420	380	413	198	131	20 3/4	8 1/2	10	2,13,17
	AGM4D-T975	1110	1420	380	413	198	129	20 3/4	8 1/2	10 5/8	2,13,17,T
8D	AGM8D	1450	1800	480	517	245	161	20 3/4	11	10	2,13,17
	AGM8D-T904	1450	1800	480	517	245	161	20 3/4	11	10	2,13,17,D
	AGM8D-T975	1450	1800	480	517	245	161	20 3/4	11	10 5/8	2,13,17,T
GROUP NO.	PART NO.	CCA	R.C.	20 HR CAP	WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES		
						LENGTH	WIDTH	HEIGHT			
						in	in	in			
12-VOLT ORDNANCE - 3 MONTHS FREE											
6TL	6TL	750	230	120	73	11 1/4	10 1/2	9		6,17,21,25	
GROUP NO.	PART NO.	20 HR CAP	6 HR CAP	MINS @ 75 A	WGT (lb)	MAXIMUM OVERALL DIMENSIONS			FOOTNOTES		
						LENGTH	WIDTH	HEIGHT			
						in	in	in			
6-VOLT FLOOR SCRUBBER / SWEEPER - 3 MONTHS FREE											
901	9C11	250	210	130	73	11 3/4	7	11 1/2		4,11,17,19,25,34,V	
902	8C6V	330	270	170	97.5	11 3/4	7	14 3/8		4,11,17,19,25,34,V	
903	8L16	370	285	190	111	11 3/4	7	16 1/2		4,11,17,19,25,34,W	
12-VOLT FLOOR SCRUBBER / SWEEPER - 3 MONTHS FREE											
921	9C12	195	160	90	116	15 1/2	7	14 1/4		11,17,25,34,V	
	9C12	228	180	115	127	15 1/2	7	14 1/4		11,17,25,34,V	
GROUP NO.	PART NO.	PERFORMANCE LEVEL		WEIGHT WITH ACID		MAXIMUM OVERALL DIMENSIONS			FOOTNOTES		
		CCA	10 AH CAP	LB	KG	LENGTH	WIDTH	HEIGHT			
						in	in	in			
12-VOLT AGM POWER SPORTS - SEALED VALVE REGULATED - ACTIVATED - 12 MONTHS FREE											
	ETX9	120	8	7.2	3.3	5 7/8	3 7/16	4 3/16		2,13,38,39,97,M	
	ETX12	180	10	9.4	4.3	5 7/8	3 7/16	5 1/8		2,13,38,39,97,M	
	ETX14	220	12	12	5.4	5 7/8	3 7/16	5 3/4		2,13,38,39,42,75,97,M	
	ETX14L	220	12	12	5.4	5 7/8	3 7/16	5 3/4		2,13,38,39,97,M	
	ETX15	220	14	11.3	5.1	5 1/4	3 1/2	6 9/16		2,13,38,39,42,76,97,M	
	ETX15L	220	14	11.3	5.1	5 1/4	3 1/2	6 9/16		2,13,38,39,97,M	
	ETX16	325	19	17	7.7	6 7/8	4	6 1/8		2,13,38,39,42,74,97,M	
	ETX16L	325	19	17	7.7	6 7/8	4	6 1/8		2,13,38,39,42,74,97,M	
	ETX18L	340	20	18	8.2	6 1/8	3 9/16	6 3/8		2,13,38,39,97,M	
	ETX20L	310	17.5	15.5	7.0	6 7/8	3 7/16	6 1/8		2,13,38,39,97,M	
	ETX30LA	400	26	21.5	9.8	6 5/8	5 3/16	7 3/4		2,13,38,39,78,97,M	
12-VOLT AGM POWER SPORTS - SEALED VALVE REGULATED - ACTIVATED - 12 MONTHS FREE											
	ETZ7S	100	6	5	2.3	4 7/16	2 3/4	4 3/16		13,38,39,97	
	ETZ10S	130	9	6.9	3.1	5 15/16	3 7/16	3 5/8		13,38,39,97	
	ETZ12S	190	11	8.9	4.0	5 15/16	4 7/16	4 5/16		13,38,39,97	
	ETZ14S	210	11.2	9.4	4.3	5 15/16	3 7/16	4 5/16		13,38,39,97	
12-VOLT STANDARD AGM WITH 6-PACK ACID BOTTLE - NONACTIVATED - 3 MONTHS FREE											
	GT4LBS	40	3	3.2	1.5	4 7/16	2 3/4	3 7/16		13	
	GT7BBS	120	5.6	5.5	2.5	5 15/16	2 9/16	3 5/8		13	
	GTX5LBS	80	4	4.2	1.9	4 7/16	2 3/4	4 1/8		13	
	GTX7ABS	100	6	5.5	2.5	5 7/8	3 7/16	3 3/4		13	
	GTX7LBS	95	6	5.5	2.5	4 7/16	2 3/4	5 1/8		13	
	GTX9BS	135	8	6.3	2.9	5 15/16	3 7/16	4 3/16		13	
	GTX12BS	170	10	9.1	4.1	5 7/8	3 7/16	5 1/8		13	
	GT12ABS	150	10	3.6	1.6	5 15/16	3 7/16	4 3/16		13	
	GT12BBS	125	10	8.6	3.9	5 15/16	2 11/16	5 1/8		13	
	GTX14BS	190	12	8.2	3.7	5 7/8	3 7/16	5 3/4		13	
	GT14BBS	170	12	9.9	4.5	5 15/16	2 11/16	5 5/8		13	
	GTX20CHBS	270	18	13	5.9	5 7/8	3 7/16	6 5/16		13	
	GTX20LBS	270	18	13	5.9	6 7/8	3 7/16	6 1/16		13	
	GTX20BS	270	18	13	5.9	6 7/8	3 7/16	6 1/8		13	
12-VOLT LOW MAINTENANCE / HIGH PERFORMANCE WITH 6-PACK ACID BOTTLE - 3 MONTHS FREE											
	CB4LB	56	4	3.9	1.8	4 3/4	2 13/16	3 5/8		11	
	CB5LB	65	5	4.9	2.2	4 11/16	2 3/8	5 1/8		11	
	CB9AA	124	9	7.3	3.3	5 3/8	3	6		11	
	CB9B	130	9	7.3	3.3	5 3/8	3	5 7/16		11	
	CB9LB	130	9	7.3	3.3	5 3/8	3	5 7/16		11	
	CB10AA2	160	11	9.6	4.4	5 5/16	3 9/16	6 1/16		11	
	CB10LA2	160	11	9.4	4.3	5 5/16	3 9/16	5 11/16		11	
	CB12AA	165	12	9.2	4.2	5 1/4	3 1/8	6 5/16		11	
	CB12ALA	165	12	9.2	4.2	5 1/4	3 1/8	6 5/16		11	
	CB12CA	185	12	8.9	4.0	5 1/4	3 1/8	6 13/16		11	
	CB14A2	190	14	10.8	4.9	5 5/16	3 9/16	6 1/2		11	
	CB14AA2	190	14	10.5	4.8	5 5/16	3 9/16	6 15/16		11	
	CB14LA2	190	14	10.4	4.7	5 5/16	3 9/16	6 1/2		11	
	CB16ALA2	200	16	12.3	5.6	6 1/8	2 3/4	6 7/16		11	
	CB16B	240	19	15	6.8	6 7/8	3 7/8	6 1/16		11	
	CB16CLB	240	19	15	6.8	6 7/8	3 15/16	6 7/8		11	
	CB16LE	245	19	15	6.8	6 7/8	3 7/8	6 1/16		11	
	HCB18AAB	210	16	11.7	5.3	5 7/8	3 9/16	7 1/8		11	
	CB18LA	235	18	13.2	6.0	7 1/8	3 9/16	6 5/16		11	
	CS0N18LA3	260	20	14.5	6.6	8 1/16	3 9/16	6 3/8		11	
12-VOLT CONVENTIONAL WITH 6-PACK ACID BOTTLE - 3 MONTHS FREE											
	12N5-4B	39	5	4.1	1.9	4 11/16	2 3/8	5 1/8		10	
	12N7-4A	39	7	6.2	2.8	5 3/8	3	5 1/4		10	
	CHD4-12	240	28	20.1	9.1	7 15/16	5 1/8	6 3/8		10	

GROUP NO	PART NO	PERFORMANCE LEVEL		WEIGHT WITH ACID		MAXIMUM OVERALL DIMENSIONS			FOOTNOTES
		CCA	10 AH CAP	LB	KG	LENGTH	WIDTH	HEIGHT	
						in	in	in	
6-VOLT CONVENTIONAL WITH 6-PACK ACID BOTTLE - 3 MONTHS FREE									
	6N5-5-10	---	5.5	2.4	1.1	3 7/16	2 3/4	3 7/8	10
	6N6-3B	---	6	2.4	1.1	3 7/8	2 1/4	4 1/4	10
GROUP NO	PART NO.	VOLTS	10 AH CAP.	WEIGHT WITH ACID		MAXIMUM OVERALL DIMENSIONS			FOOTNOTES
				LB	KG	LENGTH	WIDTH	HEIGHT	
						in	in	in	
12-VOLT AGM SMALL SEALED RECHARGEABLE BATTERIES - ACTIVATED - 3 MONTHS FREE									
	ES4-6	6	4.27	2	0.9	2 3/4	1 7/8	4 1/4	13,38,39,97
	ES5-12 ELECTRIC TRAILER BRAKE	12	5.0	4.0	1.8	3 9/16	2 3/4	4 3/16	13,38,39,60,97
	ES7-12	12	6.84	5.3	2.4	5 15/16	2 9/16	4 1/16	13,38,39,97
	ES8-2-6S	6	8.55	3.7	1.7	3 7/8	2 1/4	4 11/16	13,38,39,97
	ES12-12	12	11.40	9.0	4.1	5 15/16	3 7/8	3 7/8	13,38,39,97
	ES17-12	12	17.10	13.8	6.3	7 1/8	3	6 9/16	13,38,39,97
	ES26-12	12	24.70	20.5	9.3	6 9/16	6 7/8	4 15/16	13,38,39,97
	ES40-12	12	42.75	31.0	14.1	7 7/8	6 9/16	6 11/16	13,38,39,97



A. Flush combination terminal w/ 5/16" stud and SAE Post, hex nuts included
D. Heavy duty wing nut terminal with 3/8" - 16 stainless steel wing nut (T904)
G. Offset post w/ horizontal hole, stainless steel 5/16" bolt and hex nut (T881)
I. One-piece end terminal with 3/8" - 16 steel Positive and Negative stud and zinc-coated hex nuts (T978)

J. Pencil Post
M. Molded top and side connection Terminal (ETX)
N. Vertical stainless steel 5/16" - 18 stud (THPT)
T. Heavy Duty L terminal w/ 3/8" diameter hole (T975)
U. Molded-in offset SAE post and vertical 5/16" NEG., 3/8" POS. stainless steel studs and wing nuts (T978)

V. Molded-in offset SAE post and vertical 5/16" NEG., 5/16" POS. stainless steel studs and wing nuts
W. "L" type terminal with 5/16" diameter hole (T882)
X. 3/8" x 16 stainless steel stud posts
Y. Small L terminal with round holes (T873)
Z. Small L terminal, U1R terminals have round holes, U1L have square holes (T874)

- Batteries are maintenance-free calcium grids, except where noted
- Batteries manufactured in polypropylene cases & covers, except where noted
- Batteries manufactured in black cases & covers, except where noted
- SAE automotive posts used, unless noted (Excludes Power Sports)
- Weights are approximate
- CA and MCA ratings @ 32°F are approximations, for comparison only
- Ratings except CCA and RC, are "nominal"
- CCA and RC ratings conform to B.C.I. specifications

FOOTNOTES:

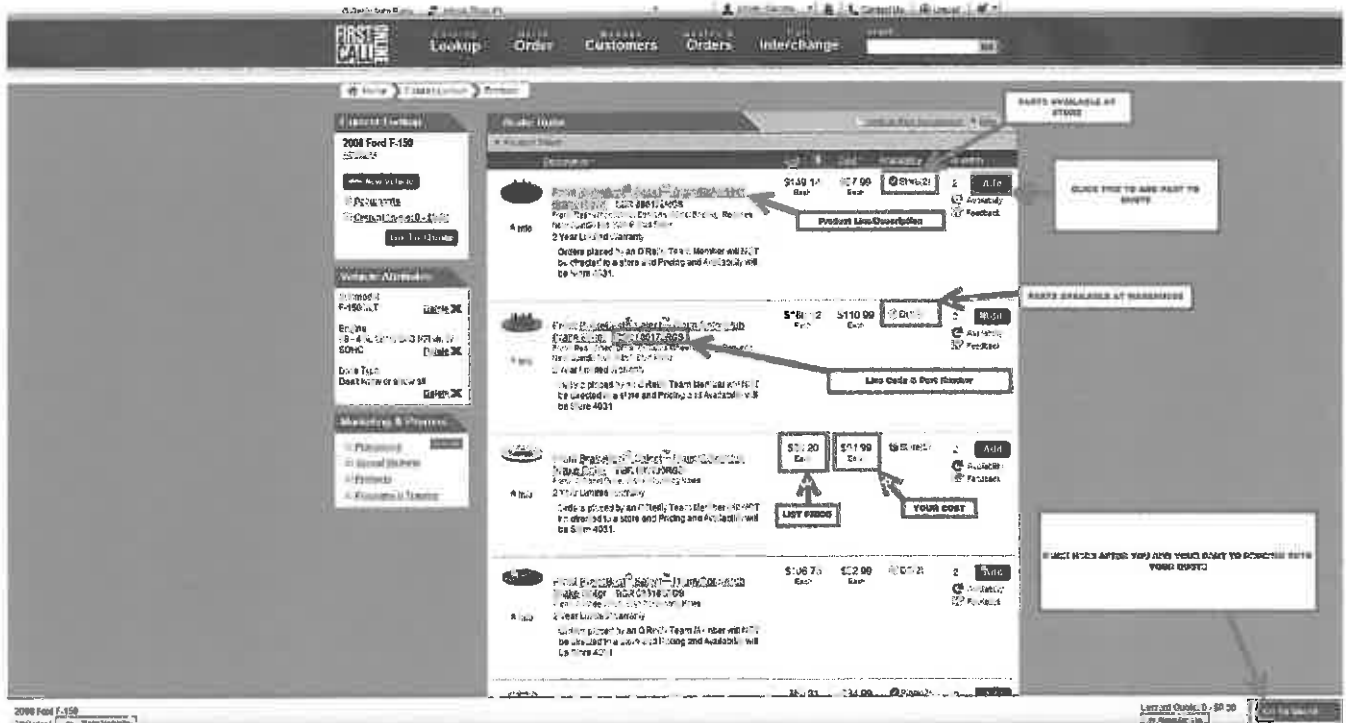
2. Black cover / Gray case
4. Gray cover / Gray case
6. Black cover / Brown case
10. Antimony Grid
11. Low maintenance - low antimony grids
12. Hybrid construction
13. Absorbed Glass Mat technology (AGM)
14. Centerline terminal posts
15. Hard rubber, one-piece cover construction
16. Dual terminal universal design
17. Includes handle
18. Includes top adapter
19. Includes lifting ledges
21. Anchor locked elements
22. Flush manifold vented cover
25. With individual vent caps
26. Venting Elbow Supplied
34. Ratings after 15 cycles
35. Peak performance capacity
37. For height with adapter add 7/8" (22mm)
38. "Non-spillable" defined by DOT (Department of Transportation) definitions
39. "Non-spillable" defined by ICAO (International Civil Aviation Organization) and IATA (International Airline Transport Association) definitions
42. Height without adapter
60. Also used as a trailer breakaway battery for electric brakes...1 to 3 axle
74. Shipped with 20mm adapter
75. Shipped with two (2) 17mm adapters
76. Shipped with 10mm adapter
78. Shipped with 22mm height adapter
97. AGM, activated, ready-to-install

Pricing/Catalog

In place of printed price sheets, O'Reilly Automotive Inc. would like the State of West Virginia to use our on-line catalog lookup and ordering system, FirstCall Online. Below you will be provided with a brief set of instructions for the FirstCall Online website.

- 1) Please navigate your browser to www.firstcallonline.com
- 2) In the upper portion of the screen, select "Parts Lookup".
- 3) The username and password for this proposal will be: un - wvstate / pw - wvstate1
- 4) From this point you can look up parts by application, interchange, etc.
- 5) For any technical assistance please call: 1-800-934-2451.

The State's catalog discount will be list price less 41% or better. The cost column will reflect the State's price with all discounts.



Length of Discount Guarantee

The initial term of the contract will be for 12 months with options to renew for continuing 12 month periods. Discounts shall be firm for a 12 month period.

Transportation Terms

Transportation terms shall be FOB Destination, shipped by O'Reilly company vehicle. In cases of factory order items, standard shipping rates will apply.

Payment Terms and Invoices

Standard terms are 2% 10th, net 20.

Distribution

Distribution will be made by a local O'Reilly Store location, by a company delivery truck.

Products

All products O'Reilly carries will be included in this contract. A complete line card has been included for your reference.

Core Charges

Core pick-ups will occur as needed, hourly, daily, or weekly. O'Reilly will tailor the pick-up schedule to the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-rebuildable condition will be billed to the customer at the manufacturer's listed core price.

Delivery Time

Normal delivery time for stocked items is 1 hour. Non-stocked items are usually delivered the next business day. Emergency items usually follow the same guidelines, but are also handled on a case by case basis. Delivery is available only for locations within 10 miles of an O'Reilly location.

Return Policy

O'Reilly will return any item that was purchased through the contract for full credit that has been purchased in the last thirty days, and in new and resalable condition. All returns will be picked up within seven days of notification, by writing, fax, or email.

Services

Additional value added services O'Reilly provides includes the following:

- Used Battery and Oil Recycling
- Battery Testing
- Custom Hydraulic Hose
- Electrical & Module Testing
- Drum, Rotor, and Flywheel Resurfacing
- Machine Shop Services