



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:

JW Batteries, LLC DBA: Batteries Plus Bulbs  
 314 GOFF MOUNTAIN Rd. Suite #8  
 CROSS LANES, WV 25313

10/20/16 10:31:36  
 Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

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

Signature X *Jon McDaniel*

FEIN # 26-4386887

DATE 10/12/16

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

**ADDITIONAL INFORMATION:**

Addendum No. 2 To publish the attached modifications.  
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**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

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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".

REQUEST FOR QUOTATION  
**Automotive and Storage type Batteries**

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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

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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 be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. For 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.

AEBATT16- PRICING PAGE

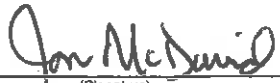
VENDORS SHOULD COMPLETE ALL COLUMNS						Discounted Unit Price Calculation					Bid Total Calculation			
Pricing Page Eligible Item Description														
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product. Below are MINIMUM Required 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	185	25	DEKA / DURACE-L <sup>8</sup>	18	27.99	EA.	27.99	10	25.19	EACH	120	25.19	3,023
2	34	550	90		18	114.99		114.99	10	103.49	EACH	200	103.49	20,698
3	40R	650	105		24	99.99		99.99	10	89.99	EACH	20	89.99	1,800
4	58	500	76		18	89.99		89.99	10	80.99	EACH	75	80.99	6,074
5	65	675	130		18	119.99		119.99	10	107.99	EACH	500	107.99	53,995
6	75	540	85		18	89.99		89.99	10	80.99	EACH	60	80.99	4,859
7	34/78	680	110		18	114.99		114.99	10	103.49	EACH	700	103.49	72,444
8	4D	1050	290		12	149.99		149.99	10	134.99	EACH	40	134.99	5,400
9	8D	1100	325		12	149.99		149.99	10	134.99	EACH	60	134.99	8,099
10	17TF	530	140		12	269.99		269.99	10	242.99	EACH	20	242.99	4,860
11	30H	650	150		12	105.99		105.99	10	95.39	EACH	100	95.39	9,539
12	31	650	130		12	91.99	Y	91.99	10	82.79	EACH	600	82.79	49,675

**Total Bid Cost** 240,466

AEBATT'16- PRICING PAGE

List of Discount Percentages:		
(Use additional sheets if needed for number of discount percentages being offered.)		
	Category	DISCOUNT PERCENTAGE
1	Automobile Batteries	10%

Vendors should complete the contract coordinator information below:

VENDOR NAME: <u>BATTERIES PLUS Bulbs</u>	PHONE: <u>304-776-7006</u>
CONTRACT MANAGER: <u>CHRIS McDAVID</u> <small>(Please print)</small>	FAX: <u>304-776-7007</u>
	EMAIL: <u>bp454@batteriesplus.net</u>
AUTHORIZED REPRESENTATIVE: <u></u> <small>(Signature)</small>	<u>10/12/16</u> <small>(Date)</small>
AUTHORIZED REPRESENTATIVE: <u>Jon McDavid</u> <small>(Print)</small>	



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: SWC1700000005**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

JW BATTERIES, LLC dba BATTERIES PLUS - BULBS  
Company

Jon McDavid  
Authorized Signature

10/12/16  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

# Batteries + Bulbs.

Last updated September 20, 2016

## East Penn Core Return Program Product Management

The East Penn 1:1 core return program continues to be an integral part of East Penn's ability to provide Batteries Plus Bulbs with competitive pricing.

### What are the basics of the program?

- Program operates on a 1:1 core return expectation. There is no core charge built into the acquisition cost of the batteries purchased from East Penn.
- A reconciliation is performed once every six months, Feb-July and Aug-Jan.
- There is a \$10 core penalty for each unit that falls below the 1:1 ratio at the end of the six months.
- There is a \$10 core credit for each unit that is above the 1:1 ratio at the end of the 6 months.

### Guidelines for the Program:

- East Penn can pick up the same amount of cores as batteries. If two pallets of batteries are delivered, two pallets of cores will be taken.
- Extra pallets will be taken if there is room on the truck. If the store has more cores than the driver can take, East Penn will contact the store within 24 hours with a pick up date for the remaining cores, usually within five business days.
- When placing an order with East Penn, request a core pick up and write the approximate number of pallets being returned at the bottom of the order. This will help ensure timely removal of your cores.
- Keep track of your unit counts on each of the pallets so when the driver arrives you can confirm the unit count. They will wrap and load the pallets on the truck.
- East Penn will still accept truckload returns for stores that prefer to return full truckloads. While there is no premium paid out, truckload returns are weighed typically yielding a higher unit count. 1 core = 36.5 lbs.

### How often are purchases and returns reported?

- A monthly core summary report is sent to Franchise Owners detailing purchases and returns which also includes a summary of months in the current reconciliation period.
- Reports should be reviewed by stores monthly so questions can be addressed prior to the final 6 month reconciliation.
- At the end of the 6 month reconciliation period stores will receive a credit if over 1:1 or will be responsible for paying the core penalty to East Penn if under 1:1. This credit/penalty is issued once the entire system has been reconciled, which typically takes 45-60 days.

### What if the customer doesn't have a core to return – OEM Exceptions?

We understand that some customers are OEM (Original Equipment Manufacturers) and may not have a core to return. A core exception can be requested for qualifying customers. The exception provides a reduced core charge of \$7.80. To qualify for the exception the following criteria must be met:

- Must be sold to an application that does not have a battery that is being replaced
- Must sell a minimum of 200 batteries annual to a given customer
- A Core Exception Request form must be submitted for approval to Brad Bellart, [bbellart@batteriesplus.com](mailto:bbellart@batteriesplus.com), no later than the last day of the final reconciliation period.
- Although no core is being returned, stores are still responsible for paying the reduced core charge of \$7.80 for OEM core shortfalls.

# Batteries + Bulbs.

Last updated September 20, 2016

## How Does East Penn Calculate the Number of Units Returned?

### Non-Truckload returns

- All East Penn **and** Non-East Penn cores can be returned through this program
- Core values for all SKUs can be found on ProSource
- Non-Truckload returns will be given the core unit values as listed below.

Group Size	Unit Value
SLA<U1	0.15
MOTORCYCLE	0.2
22NF, U1, U1R	0.5
Automotive Types, 1, 2, 2E, 2HN, 3EE, 3ET, 3EH, 4HN, 19L, 22F, 28	1
4, 5D, 901, 17TF, 30H, 31, GC	1.5
4DLT, 6TL, 902, 981	2
903	2.5
4D, 921, 983, 984	3
8D, 985	4

WE charge customers \$10./unit NOT exchanged 1:1 ratio

← example: \$10 for CAR battery

← \$40 for bus battery

### Truckload Returns

- The truckload premium was eliminated from the program as of 8/1/15 and the following truckload changes were implemented:

Under 1:1	\$10.00 Core Charge
Over 1:1	\$10.00 Core Credit

### Volume Discount Change

To help offset the change in the truckload program, there will be an increase the volume discount structure.

300+ Batteries	7%
600+ Batteries	10%

If you have questions on your returns, please contact Product Support at [productsupport@batteriesplus.com](mailto:productsupport@batteriesplus.com) and include your RGR numbers.



**East Penn**

East Penn Manufacturing Co. Inc.  
1000 N. 17th Street, P.O. Box 1000  
Pottsville, PA 17877

www.eastpenn.com

May 6, 2016

### Recycling Statement

East Penn Manufacturing Co. ("East Penn") administers and coordinates the proper management of spent lead acid batteries consistent with current United States Environmental Protection Agency (EPA) (EPA ID #PAD002330165) and DOT regulations.

After East Penn has taken physical possession of the spent lead acid batteries, East Penn shall defend and indemnify customers who return spent lead acid batteries to East Penn from any and all claims, damages, liabilities, actions, penalties that arise out of East Penn's sole negligence in the transportation and recycling of the spent lead acid batteries; provided however, such indemnification shall not apply to claims arising as a result of any customer returning any non-lead acid battery (i.e., lithium ion battery).

East Penn Manufacturing, Co.

**SOLICITATION NUMBER: SWC1700000005**  
**Addendum Number: 3**

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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.