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

State of West Virginia
Master Agreement

Order Date: 01-08-2025

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0212 0212 AEBATTERY25 1	**Procurement Folder:**	1572756
Document Name:	AUTOMOTIVE & EQUIPMENT BATTERIES	**Reason for Modification:**	
Document Description:	AEBATTERY25: Automotive & Equipment Batteries	AWARD OF CRFQ 0212 SWC2500000005	
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2025-01-15
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2026-01-14

VENDOR

Vendor Customer Code: 000000120200
EAST PENN MANUFACTURING CO
102 DEKA RD

LYON STATION PA 19536
US
Vendor Contact Phone: 412-793-0283 **Extension:**

Discount Details:

	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name: Mark A Atkins
Requestor Phone: (304) 558-2307
Requestor Email: mark.a.atkins@wv.gov

2025
FILE LOCATION _____

2 CFR 200 Compliant

INVOICE TO

VARIOUS AGENCY LOCATIONS

AS INDICATED BY ORDER

No City WV 99999

US

SHIP TO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City WV 99999

US

1-9-25 GC

Total Order Amount:	Open End

Purchasing Division's File Copy

MA 01/08/2025

PURCHASING DIVISION AUTHORIZATION
DATE: 1/9/25
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: John S. Grady
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: 1-15-25
ELECTRONIC SIGNATURE ON FILE

1/14/2025

Extended Description:
STATEWIDE CONTRACT: CMA 0212 AEBATTERY25

The vendor, East Penn Manufacturing Co., agrees to enter into a Statewide Contract for providing Automotive and Equipment type Batteries on an as-needed basis, per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0212 SWC2500000005), and the vendor's bid received 12/17/2024, all incorporated herein by reference and made a part of hereof.

The Vendor shall provide an additional 5.00% Discount from the SCMD Outright Price for Automotive and Equipment type Batteries as provided on the attached pricing pages.

State agencies are exempt from using this Contract for orders totaling $200.00 or less per month.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	26111700			EA	0.000000
	Service From	**Service To**		**Service Contract Amount**	
				0.00	

Commodity Line Description: Automotive and Equipment Batteries

Extended Description:
Automotive and Equipment Batteries:

See attached Pricing Pages for Contract Pricing.

* Vendor shall provide an additional 5.00% discount to all State Agencies and Political Subdivisions from the SCMD Outright Price.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) Year _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

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 of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

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9. WORKERS' COMPENSATION INSURANCE: 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.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

12. 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.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. 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, included in the Contract, 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.

18. 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. 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 § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

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 www.state.wv.us/admin/purchase/privacy.

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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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.

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. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

    1. 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

    2. 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.

42. 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.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this 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.

(Printed Name and Title) Randy Woodruff, DM

(Address) 3318 Lens Creek Road, Hernshaw, WV 25107

(Phone Number) / (Fax Number) 304-949-2841

(email address) randyw2@dekabatteries.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

(Company)
East Penn Manufacturing

(Signature of Authorized Representative)
Randy Woodruff

(Printed Name and Title of Authorized Representative) (Date)
Randy Woodruff, DM 12-16-24

(Phone Number) (Fax Number)
304-949-2841

(Email Address)
randyw2@dekabatteries.com

REQUEST FOR QUOTATION
CRFQ 0212 SWC2500000005
Automotive and Equipment 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 an Open-End contract for Automotive and Equipment 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.

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.

   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.

2.18 **"Units Provided for Catalog Price**" means the total number of units of an Eligible Item contained in the package advertised for sale in Vendor's Catalog that corresponds with the Catalog Price. (Ex. A box of 200 nuts advertised in vendor's catalog for $4.00 has a Units Provided for Catalog Price of 200. A crate of nuts advertised in Vendor's catalog for $400.00, each containing 100 boxes with 200 nuts per box, yields a Unit Provided for Catalog Price of 20,000.)

3. GENERAL REQUIREMENTS:

3.1 Mandatory Eligible Item Requirements: Eligible Items must meet or exceed the mandatory requirements listed below.

3.1.1 Eligible Items must be rated and stamped or labeled with SAE ratings of cold cranking amps (CCA)=thirty (30) seconds at zero degrees Fahrenheit (0°F) and Reserve Capacity (RC) minimum twenty-five (25) amp at eighty degrees Fahrenheit (80°F).

3.1.1.1 Batteries shall be wet type fully charged and ready for installation at the time of delivery to the ordering Agency.

3.1.1.2 Batteries shall be of a shock resistant, leak-proof design, utilizing rigid, high impact polypropylene case and cover material. Design shall prohibit loss, spillage, and spewing of acid from battery during handling and use, both in and out of vehicle and during service life in vehicle.

3.1.1.3 All batteries shall be of current production, latest design and construction in all sizes

3.1.1.4 Batteries shall meet OSHA Federal and State Safety requirements.

3.1.1.5 All Batteries shall be permanently identified as to manufactures brand name and battery type number.

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 accept and remove junk cores on a one for one basis, when required by agency or political subdivision.

3.1.1.7.1 Vendor shall provide a junk core value price on the Exhibit_A Pricing Page.

3.1.1.7.1.1 This value will not be considered in the bid evaluation.

3.1.1.7.2 Vendor must show the 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.

3.1.1.8.1 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 a **Single Discount Percentage** for all batteries.

3.1.1.1 Vendor must show the "Net Price" after discount on the pricing page.

3.1.1.2 The pricing page has been provided in Excel and formatted to calculate the "Net Price" when the "Catalog List Price" and Discount Percentage is entered on the pricing page.

3.1.2 Eligible Items must be guaranteed against defective materials and workmanship for the minimum manufacturer's warranty period for each battery from the date of shipment to the user.

3.1.2.1 Replacement of any defective battery within the warranty period shall be made free of charge.

3.1.2.2 Manufactures standard warranty shall apply for each battery in its particular application/group.

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.

Vendor shall not incorporate Discount Percentages into its Catalog unless the Vendor clearly shows the Catalog Price and then separately lists the applicable Discount Percentage and the Discounted Price for each Eligible Item.

The Discount Percentage and subsequent Discounted "Net 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 Net Price for items purchased under this Contract.

4.3 Pricing Pages: Vendor should complete the Exhibit_A Pricing Page by filling in any Blue Colored blank spaces with the information requested. The information requested on the Exhibit_A Pricing Page has been **Highlighted/Colored** in **blue** for easy identification. The Pricing Page has been formatted to calculate the Grand Total Bid when the highlighted boxes for Catalog List Price for each commodity item has been input by the vendor and the Single Discount Percentage box has been entered. Vendor should input the requested information for all blue highlighted boxes on the pricing page 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.

Contract Estimated Item(s) Usage: The Pricing Page contains a list of frequently purchased items. The estimated unit quantity for each commodity item listed represents the approximate yearly anticipated purchases. The

estimated quantities used in this solicitation were derived from the 2019 contract year spend totals. No other usage information is available for this solicitation. No future use of the Contract or any individual item or items is guaranteed or implied.

Vendors are **strongly encouraged** to complete the Pricing Page provided 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: Mark.A.Atkins@wv.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.

4.4 Administration Fee: The Vendor shall pay the WV Purchasing Division by check, and Administrative Fee of One (1) Percent (1.00 or 0.01) no later than sixty (60) days following the end of each calendar quarter for purchases made by state or local government agencies within the jurisdiction of the State of West Virginia under the West Virginia Contract No. **CMA 0212 AEBATTERY25.**

Payment shall be made by check payable to the "WV Purchasing Division". The West Virginia Contract number **CMA 0212 AEBATTERY25** must be included on all payments.

Remit Checks To: WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Attn: Purchasing Director

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 available and 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.

5.2 Catalog Modification. The Purchasing Division may permit Vendor to update its Catalog at each renewal date. Determination of whether 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, 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.

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.

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 $200.00 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, 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.

NOTE: State agencies are exempt from using this Contract for orders totaling $200.00 or less per month.

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) calendar 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.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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:** The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

a. Ordering Entity;
b. Purchase order number;
c. Description;
d. Quantity;
e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

PERIOD END	REPORT DUE
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Failure to supply such reports may be grounds for cancellation of this Contract.

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: Randy Woodruff
Telephone Number: 304-949-2841
Fax Number: N/A
Email Address: randyw2@dekabatteries.com

FEDERAL FUNDS ADDENDUM

2 C.F.R. §§ 200.317 – 200.327

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)"

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the "Instructions to Vendors Submitting Bids" omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is complaint.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is complaint. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Department of Administration, Purchasing Division, except that vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled "REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)" have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Administration, Purchasing Division, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. **MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**
(2 C.F.R. § 200.321)

    a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

        (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
        (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
        (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
        (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
        (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
        (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

    b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. **DOMESTIC PREFERENCES:**
(2 C.F.R. § 200.322)

    a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3. **BREACH OF CONTRACT REMEDIES AND PENALTIES:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. **TERMINATION FOR CAUSE AND CONVENIENCE:**
(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 148-1-5 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. **EQUAL EMPLOYMENT OPPORTUNITY:**
(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3, this contract includes the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. **DAVIS-BACON WAGE RATES:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of $2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must:

(a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
(b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. **ANTI-KICKBACK ACT:**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**
(2 C.F.R. § 200.327 and Appendix II)

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. **CLEAN AIR ACT**
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds $150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. **DEBARMENT AND SUSPENSION**
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. **BYRD ANTI–LOBBYING AMENDMENT**
(2 C.F.R. § 200.327 and Appendix II)

Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

13. PROCUREMENT OF RECOVERED MATERIALS
(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.
(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Purchasing Division

By: Mark Atkins

Printed Name: Mark Atkins

Title: Buyer Supervisor

Date: 1/02/2025

Vendor Name:

By: East Penn Mfg. - Hernshaw

Printed Name: Randy Woodruff

Title: District Sales Manager

Date: 12-16-24

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 148-1-5

West Virginia Code of State Rules
Title 148. Department of Administration
Legislative Rule (Ser. 1)
Series 1. Purchasing

W. Va. Code St. R. § 148-1-5
§ 148-1-5. Remedies.
Currentness

5.1. The Director may require that the spending unit attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The spending unit must document any resolution efforts and provide copies of those documents to the Purchasing Division.

5.2. Contract Cancellation.

5.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

5.2.1.a. The vendor agrees to the cancellation;

5.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

5.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

5.2.1.d. The existence of an organizational conflict of interest is identified;

5.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

5.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

5.2.1.g. The contract was awarded in error.

5.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing

the vendor with 30 days' notice of the cancellation.

5.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

5.2.4. Re-Award. The Director may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

5.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

5.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

5.3. Non-Responsible. If the Director believes that a vendor may be non-responsible, the Director may request that a vendor or spending unit provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Director determines that the vendor is non-responsible, the Director shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

5.4. Suspension.

5.4.1. The Director may suspend, for a period not to exceed 1 year, the right of a vendor to bid on

procurements issued by the Purchasing Division or any state spending unit under its authority if:

5.4.1.a. The vendor has submitted a bid and then requested that its bid be withdrawn after bids have been publicly opened.

5.4.1.b. The vendor has exhibited poor performance in fulfilling his or her contractual obligations to the State. Poor performance includes, but is not limited to any of the following: violations of law, regulation, or ordinance; failure to deliver timely; failure to deliver quantities ordered; poor performance reports; or failure to deliver commodities, services, or printing at the quality level required by the contract.

5.4.1.c. The vendor has breached a contract issued by the Purchasing Division or any state spending unit under its authority and refuses to remedy that breach.

5.4.1.d. The vendor's actions have given rise to one or more of the grounds for debarment listed in W. Va. Code § 5A-3-33d.

5.4.2. Vendor suspension for the reasons listed in section 5.4 above shall occur as follows:

5.4.2.a. Upon a determination by the Director that a suspension is warranted, the Director will serve a notice of suspension to the vendor.

5.4.2.b. A notice of suspension must inform the vendor:

5.4.2.b.1. Of the grounds for the suspension;

5.4.2.b.2. Of the duration of the suspension;

5.4.2.b.3. Of the right to request a hearing contesting the suspension;

5.4.2.b.4. That a request for a hearing must be served on the Director no later than 5 working days of the vendor's receipt of the notice of suspension;

5.4.2.b.5. That the vendor's failure to request a hearing no later than 5 working days of

the receipt of the notice of suspension will be deemed a waiver of the right to a hearing and result in the automatic enforcement of the suspension without further notice or an opportunity to respond; and

5.4.2.b.6. That a request for a hearing must include an explanation of why the vendor believes the Director's asserted grounds for suspension do not apply and why the vendor should not be suspended.

5.4.2.c. A vendor's failure to serve a request for hearing on the Director no later than 5 working days of the vendor's receipt of the notice of suspension will be deemed a waiver of the right to a hearing and may result in the automatic enforcement of the suspension without further notice or an opportunity to respond.

5.4.2.d. A vendor who files a timely request for hearing but nevertheless fails to provide an explanation of why the asserted grounds for suspension are inapplicable or should not result in a suspension, may result in a denial of the vendor's hearing request.

5.4.2.e. Within 5 working days of receiving the vendor's request for a hearing, the Director will serve on the vendor a notice of hearing that includes the date, time and place of the hearing.

5.4.2.f. The hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the hearing, the Director will issue and serve on the vendor, a written decision either confirming or reversing the suspension.

5.4.3. A vendor may appeal a decision of the Director to the Secretary of the Department of Administration. The appeal must be in writing and served on the Secretary no later than 5 working days of receipt of the Director's decision.

5.4.4. The Secretary, or his or her designee, will schedule an appeal hearing and serve on the vendor, a notice of hearing that includes the date, time and place of the hearing. The appeal hearing will be recorded and an official record prepared. Within 10 working days of the conclusion of the appeal hearing, the Secretary will issue and serve on the vendor a written decision either confirming or reversing the suspension.

5.4.5. Any notice or service related to suspension actions or proceedings must be provided by certified mail, return receipt requested.

5.5. Vendor Debarment. The Director may debar a vendor on the basis of one or more of the grounds for debarment contained in W. Va. Code § 5A-3-33d or if the vendor has been declared ineligible to participate in procurement related activities under federal laws and regulation.

5.5.1. Debarment proceedings shall be conducted in accordance with W. Va. Code § 5A-3-33e and these rules. A vendor that has received notice of the proposed debarment by certified mail, return receipt requested, must respond to the proposed debarment within 30 working days after receipt of notice or the debarment will be instituted without further notice. A vendor is deemed to have received notice, notwithstanding the vendor's failure to accept the certified mail, if the letter is addressed to the vendor at its last known address. After considering the matter and reaching a decision, the Director shall notify the vendor of his or her decision by certified mail, return receipt requested.

5.5.2. Any vendor, other than a vendor prohibited from participating in federal procurement, undergoing debarment proceedings is permitted to continue participating in the state's procurement process until a final debarment decision has been reached. Any contract that a debarred vendor obtains prior to a final debarment decision shall remain in effect for the current term, but may not be extended or renewed. Notwithstanding the foregoing, the Director may cancel a contract held by a debarred vendor if the Director determines, in his or her sole discretion, that doing so is in the best interest of the State. A vendor prohibited from participating in federal procurement will not be permitted to participate in the state's procurement process during debarment proceedings.

5.5.3. If the Director's final debarment decision is that debarment is warranted and notice of the final debarment decision is mailed, the Purchasing Division shall reject any bid submitted by the debarred vendor, including any bid submitted prior to the final debarment decision if that bid has not yet been accepted and a contract consummated.

5.5.4. Pursuant to W.Va. Code § 5A-3-33e(e), the length of the debarment period will be specified in the debarment decision and will be for a period of time that the Director finds necessary and proper to protect the public from an irresponsible vendor.

5.5.5. List of Debarred Vendors. The Director shall maintain and publicly post a list of debarred vendors on the Purchasing Division's website.

5.5.6. Related Party Debarment. The Director may pursue debarment of a related party at the same time that debarment of the original vendor is proceeding or at any time thereafter that the Director determines a related party debarment is warranted. Any entity that fails to provide the Director with full, complete, and accurate information requested by the Director to determine related party

status will be presumed to be a related party subject to debarment.

5.6. Damages.

5.6.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the state.

5.6.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Spending Unit for the merchandise until the amount of actual damages incurred has been determined.

5.6.3. The Spending Unit shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

Credits

History: Filed 4-1-19, eff. 4-1-19; Filed 4-16-21, eff. 5-1-21.

Current through register dated May 7, 2021. Some sections may be more current. See credits for details.
W. Va. C.S.R. § 148-1-5, WV ADC § 148-1-5

End of Document

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EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

Prevailing Wage Determination

[X] – Not Applicable Because Contract Not for Construction

[ ] – Federal Prevailing Wage Determination on Next Page

	MINIMUM SPECIFICATIONS				ACTUAL PRODUCT BID & SPECIFICATIONS					Pricing			
ITEM #	BCI GRP. SIZE #	COLD CRANK AMPS AT 0 F	RESERVE MINUTES AT 25 AMPS	PERIOD OF WARR. MONTHS	BRAND NAME / PART NUMBER / MANUFACTURER / ORIGIN	COLD CRANK AMPS AT 0 F	RESERVE MINUTES AT 25 AMPS	PERIOD OF WARR. MONTHS	Esitmated Quanity (Per Year)	Catalog List Price	Single Discount Percentage	Discounted Net Price	Discounted Extended Price
1	U1	195	25	12	Deka / 8U1L / East Penn Mfg. / PA.	230	N/A	6	80	$33.9700	5.00%	$ 32.27	$ 2,581.72
2	34	690	110	24	Deka / 634MF / East Penn Mfg. / PA.	690	110	24	100	$82.8100	5.00%	$ 78.67	$ 7,866.95
3	40R	650	105	24	Deka / 640RMF / East Penn Mfg. / PA.	650	105	24	15	$105.5800	5.00%	$ 100.30	$ 1,504.52
4	58	500	75	18	Deka / 558MF / East Penn Mfg. / PA.	500	75	18	40	$69.7200	5.00%	$ 66.23	$ 2,649.36
5	65	750	140	24	Deka / 765MF / East Penn Mfg. / PA.	750	140	30	200	$95.9200	5.00%	$ 91.12	$ 18,224.80
6	75	690	90	24	Deka / 775MF / East Penn Mfg. / PA.	690	95	30	40	$87.2600	5.00%	$ 82.90	$ 3,315.88
7	34/78	690	110	24	Deka / 778DT / East Penn Mfg. / PA.	800	115	30	900	$109.1700	5.00%	$ 103.71	$ 93,340.35
8	4D	1050	280	12	Deka / 904D / East Penn Mfg. / PA.	1050	280	12	40	$191.8200	5.00%	$ 182.23	$ 7,289.16
9	8D	1100	325	12	Deka / 708D / East Penn Mfg. / PA.	1100	325	12	50	$181.5000	5.00%	$ 172.43	$ 8,621.25
10	17TF	530	140	12	Deka / 917TF / East Penn Mfg. / PA.	530	140	12	20	$260.1300	5.00%	$ 247.12	$ 4,942.47
11	30H	850	150	12	Deka / 1030H / East Penn Mfg. / PA.	750	150	12	100	$102.4800	5.00%	$ 97.34	$ 9,733.70
12	31	850	130	18	Deka / VL31X / East Penn Mfg. / PA.	925	170	12	750	$99.2400	5.00%	$ 94.28	$ 70,708.50

FINAL EXTENDED GRAND TOTAL OF ALL 12 BID ITEMS: **$ 230,778.68**

3.1.1. Single Discount Percentage be applied to all battery purchases)	PERCENTAGE 5.00%
3.1.1.7.1. Junk Battery Core Value (Not Evaluated In Bid Proposal)	CORE VALUE $5.00

NOTE: ALL BATTERIES BID IN THIS CONTRACT & SUPPLIED TO AGENCY MUST COMFORM TO THE SPECIFICATIONS SECTION

VENDOR NAME East Penn Manufacturing

CONTACT PERSON Randy Woodruff (Please print)

CONTACT PERSON (Signature)

PHONE 304-949-2841

FAX N/A

EMAIL randyw2@dekabatteries.com

DATE 12/18/2024

RECEIVED
2024 DEC 17 PM 12:49
WV PURCHASING

* Vendor shall provide an additional 5.00% discount to all State Agencies and Political Subdivisions from the SCMD Outright Price. (Example: SCMD Price $218.76 - 5.00% Discount = $207.82 Final Price)

EAST PENN manufacturing co., inc.

EFFECTIVE 10-1-2024

GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	RESERVE CAPACITY	REF. CA @ 32 F	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
12-VOLT INTIMIDATOR - AGM - VALVE REGULATED								
34/78	1	9A78DT	750	120	860	309.95	30	$ 218.76 * (207.82)
24F	1	9A24F	710	110	825	307.95	30	$ 216.62
34	1	9A34	750	120	860	295.95	30	$ 208.93
34R	1	9A34R	750	120	860	295.95	30	$ 208.93
35/85	1	9A35/85	640	100	755	296.95	30	$ 208.70
47 (H5/L2)	1	9A47	600	100	690	287.95	30	$ 202.74
48 (H6/L3)	1	9A48	760	120	875	318.95	30	$ 224.28
49 (H8/L5)	1	9A49	850	170	975	367.95	30	$ 259.43
51R	1	9A51RT	500	75	580	274.95	30	$ 192.73
65	1	9A65	750	150	860	310.95	30	$ 219.06
78	1	9A78	750	120	860	309.95	30	$ 218.37
94R (H7/L4)	1	9A94R	800	140	920	325.95	30	$ 229.65
95R (H9/I6)	1	9A95R	950	190	1050	443.95	30	$ 312.91
34M	1	9A34M	750	120	860	300.95	12	$ 212.18
S46B24R (Prius)	1	9A51P	325	60	390	313.95	24	$ 219.93
140R (H4/LN1)	1	9A140R	535	80	615	333.31	30	$ 247.82
12-VOLT - AGM FAHRENHEIT TECHINOLOGY								
31	1.5	9F31	925	190	1050	537.95	36	$ 369.24
12-VOLT - AGM - AUTOMOTIVE AUXILIARY								
401	0.2	AUX12	180	-----	-----	135.95	12	$ 97.55
400	0.2	AUX14	200	-----	-----	147.95	12	$ 106.36
AUX	0.2	AUX18L	300	-----	-----	189.95	12	$ 136.77
12-VOLT - EFB - ENHANCED FLOODED - ULTIMATE								
47 (H5/L2)	1	47EFB	600	-----	740	224.56	24	$ 166.96
48 (H6/L3)	1	48EFB	700	-----	860	243.42	24	$ 180.99
12-VOLT - AGM - ADVANCED GENERATION / A3 TECHNOLOGY								
34/78	1	778DT	800	115	985	167.18	30	$ 109.17
24	1	724MF	725	120	890	191.95	30	$ 128.60
24F	1	724FMF	725	120	890	191.95	30	$ 128.60
25	1	725MF	625	95	770	175.95	30	$ 117.23
27	1	727MF	840	140	1035	223.95	30	$ 149.35
27F	1	727FMF	840	140	1035	223.95	30	$ 149.35
34	1	734MF	800	115	985	193.95	30	$ 129.81
34R	1	734RMF	800	115	985	193.95	30	$ 129.81
35	1	735MF	640	95	785	175.95	30	$ 117.23
48 (H6/L3)	1	748MF	730	120	900	221.95	30	$ 147.93
65	1	765MF	750	140	925	148.43	30	$ 95.92
75	1	775MF	690	95	850	131.76	30	$ 87.26
78	1	778MF	800	115	985	192.95	30	$ 129.24
79	1	779MF	840	140	1035	243.95	30	$ 197.18
86	1	786MF	690	95	850	182.95	30	$ 121.91
12-VOLT - GOLD / A3 TECHNOLOGY								
75/89	1	675DT	650	90	800	173.95	24	$ 123.21
24	1	624MF	650	115	800	175.95	24	$ 124.90

GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	RESERVE CAPACITY	REF. CA @ 32 F	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
12-VOLT - GOLD / A3 TECHNOLOGY								
24F	1	624FMF	650	115	800	175.95	24	$ 124.90
27	1	627MF	710	120	875	193.95	24	$ 137.31
27F	1	627FMF	710	120	875	193.95	24	$ 137.31
34	1	634MF	690	110	850	125.04	24	$ 82.81
34R	1	634RMF	690	110	850	172.95	24	$ 82.81
36R	1	636RMF	650	120	800	201.95	24	$ 143.12
40R (T6/LB3)	1	640RMF	650	105	800	158.37	24	$ 105.58
41 (T65)	1	641MF	650	100	800	199.95	24	$ 141.10
42/58R	1	642/58R	580	85	715	169.95	24	$ 119.78
42 (T5/LB2)	1	642MF	475	70	585	167.95	24	$ 118.34
47 (H5/L2)	1	647MF	650	100	800	184.95	24	$ 131.05
48 (H6/L3)	1	648MF	680	120	835	194.95	24	$ 137.68
48R	1	648RMF	680	120	835	194.95	24	$ 137.68
49 (H8/L5)	1	649MF	900	185	1105	244.95	24	$ 173.28
50	1	650MF	600	108	740	237.95	24	$ 206.60
51	1	651MF	500	75	615	164.95	24	$ 116.19
51R	1	651RMF	500	75	615	164.95	24	$ 116.19
55	1	655MF	540	75	665	180.95	24	$ 127.54
58	1	658MF	580	85	715	166.95	24	$ 118.17
58R	1	658RMF	580	85	715	166.95	24	$ 118.17
59	1	659MF	590	100	725	192.95	24	$ 136.31
65	1	665MF	850	150	1045	209.95	24	$ 149.12
67R	1	667RMF	390	65	480	222.95	24	$ 174.97
75	1	675MF	650	90	800	166.95	24	$ 118.20
78	1	678MF	690	110	850	176.95	24	$ 125.02
85	1	685MF	650	110	800	179.95	24	$ 127.03
90 (T5/LB2)	1	690MF	600	90	740	176.95	24	$ 124.79
91 (T6/LB3)	1	691MF	700	100	860	197.95	24	$ 139.68
92 (T7/LB4)	1	692MF	650	130	800	292.95	24	$ 206.65
93 (T8/LB5)	1	693MF	800	130	985	239.95	24	$ 169.45
94R (H7/L4)	1	694RMF	790	140	970	258.95	24	$ 183.00
95R (H9/L6)	1	695RMF	850	190	1045	379.95	24	$ 267.76
96R	1	696RMF	600	90	740	189.95	24	$ 134.03
97R (H5/L2)	1	697RMF	600	95	740	208.95	24	$ 147.63
101	1	6101MF	650	110	800	359.95	24	$ 280.51
121R	1	6121RMF	550	80	675	167.95	24	$ 118.93
124R	1	6124RMF	700	100	860	191.95	24	$ 135.64
124	1	6124MF	700	100	860	191.95	24	$ 135.64
12-VOLT - PREMIUM / A3 TECHNOLOGY								
24	1	524MF	550	90	675	142.95	18	$ 101.53
24	1	424MF	460	70	565	132.95	18	$ 94.10
24F	1	524FMF	550	90	675	142.95	18	$ 101.53
24F	1	424FMF	460	70	565	132.95	18	$ 94.10
25	1	525MF	550	90	675	149.95	18	$ 106.08
26	1	526MF	540	80	665	141.95	18	$ 100.40
26	1	426MF	450	55	555	125.95	18	$ 89.38
26R	1	526RMF	540	80	665	141.95	18	$ 100.40
26R	1	426RMF	450	55	555	125.95	18	$ 89.38
34	1	534MF	600	90	740	148.95	18	$ 105.59
35	1	535MF	550	90	675	149.95	18	$ 106.08

GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	RESERVE CAPACITY	REF. CA @ 32 F	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
12-VOLT - PREMIUM / A3 TECHNOLOGY								
42/58R	1	S42/58R	500	75	615	152.95	18	$ 108.10
45	1	545MF	485	65	595	145.95	18	$ 103.37
48 (H6/L3)	1	548MF	615	95	755	183.95	18	$ 129.92
51	1	551MF	450	70	555	146.95	18	$ 104.14
51R	1	551RMF	450	70	555	146.95	18	$ 104.14
58	1	558MF	500	75	615	109.33	18	$ 69.72
65	1	565MF	675	130	830	179.95	18	$ 127.31
70	1	570MF	540	80	665	142.95	18	$ 101.14
75	1	575MF	540	85	665	142.95	18	$ 101.36
78	1	578MF	600	90	740	149.95	18	$ 105.95
86	1	586MF	540	85	665	165.95	18	$ 117.43
99R (T4)	1	599RMF	450	68	555	192.95	18	$ 135.49
140R (H4/LN1)	1	5140RMF	445	76	545	162.95	18	$ 115.23
151R	1	5151RMF	340	55	410	142.95	18	$ 100.46
46A24L (Miata)	0.5	8AMU1R	320	45	400	174.95	18	$ 126.80
12-VOLT - VALUE LINE								
31	1.5	VL31X	925	170	1135	151.84	12	$ 99.24
31P	1.5	VL31PX	925	170	1135	151.84	12	$ 99.24
12-VOLT - VINTAGE VEHICLES & LIGHT COMMERCIAL								
3EE	1	403E	400	95	490	201.95	12	$ 142.14
29NF	1	429NF	420	77	520	215.95	12	$ 180.04
6-VOLT - VINTAGE VEHICLES & LIGHT COMMERCIAL								
2E	1	402E	620	190	765	433.95	12	$ 303.26
19L	1	319L	440	120	540	284.95	12	$ 198.88
8-VOLT - COMMERCIAL SERVICE								
1	1	801	520	102	640	187.95	12	$ 131.98
6-VOLT - HEAVY-DUTY COMMERCIAL SERVICE								
1	1	901MF	640	130	785	149.95	12	$ 105.73
2	1	902	675	185	830	182.95	12	$ 128.91
3EH	1	93EH	875	250	1075	195.95	12	$ 138.62
4	1.5	904MF	975	250	1200	194.95	12	$ 138.01
5D	1.5	905D	880	250	1080	228.95	12	$ 161.33
12-VOLT - HEAVY-DUTY COMMERCIAL SERVICE								
3ET	1	93ET	500	120	615	208.95	12	$ 150.89
4D	3	904D	1050	290	1290	281.14	12	$ 191.82
4DLT	2	94DLT	850	240	1045	292.95	12	$ 212.74
8D	4	908DFT	1425	440	1755	454.95	12	$ 330.88
8D	4	708D	1100	325	1355	282.71	12	$ 181.50
17TF	1.5	917TF	530	140	650	377.19	12	$ 260.13
28	1	928MF	550	100	675	247.95	12	$ 174.45
30H	1.5	1030H	760	150	935	164.34	12	$ 102.46

GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	RESERVE CAPACITY	REF. CA @ 32 F	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
12-VOLT - HEAVY-DUTY COMMERCIAL SERVICE								
31	1.5	1231MF	1000	185	1230	254.95	18	$ 176.36
31	1.5	1131MF	950	175	1170	227.95	18	$ 158.17
31	1.5	1031MF	760	170	935	213.95	18	$ 148.00
31P	1.5	1231PMF	1000	185	1230	254.95	18	$ 176.36
31P	1.5	1131PMF	950	175	1170	227.95	18	$ 158.17
31P	1.5	1031PMF	760	170	935	213.95	18	$ 148.00
12-VOLT - HEAVY-DUTY COMMERCIAL SEVERE SERVICE/DUAL PURPOSE								
31	1.5	7T31	730	190	900	263.95	18	$ 183.28
31P	1.5	7T31P	730	190	900	263.95	18	$ 183.28
31	1.5	DP31CS	700	185	860	233.95	18	$ 162.03
GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	RESERVE CAPACITY	REF. CA @ 32 F	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
12-VOLT - LAWN MOWER - GARDEN TRACTOR - SMALL ENGINE CALCIUM MAINTENANCE-FREE								
U1	0.5	11U1L	350	-----	430	100.95	6	$ 72.52
U1	0.5	10U1L	300	-----	370	86.95	6	$ 62.32
U1	0.5	8U1L	230	-----	285	48.56	6	$ 33.97
U1R	0.5	11U1R	350	-----	430	100.95	6	$ 72.52
U1R	0.5	10U1R	300	-----	370	86.95	6	$ 62.32
U1R	0.5	8U1R	230	-----	285	48.56	6	$ 33.97
22F	1	522FMF	425	65	525	143.95	6	$ 103.40
22NF	0.5	322NF	360	58	445	128.95	6	$ 93.00
GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	Minutes @ 25 A	MCA	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
12-VOLT MARINE / RV STARTING CALCIUM MAINTENANCE-FREE								
24	1	24M7	800	130	1000	195.95	12	$ 142.59
24	1	24M5	550	90	675	146.95	12	$ 106.39
27	1	27M6	840	182	1050	244.95	12	$ 177.71
12-VOLT MARINE / RV DUAL PURPOSE STARTING / CYCLE SERVICE								
GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	Minutes @ 25 A	20 AH RATE	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
24	1	DP24	575	130	65	175.95	12	$ 128.00
27	1	DP27	675	175	80	199.95	12	$ 145.25
31	1.5	DP31DT	725	190	100	239.95	12	$ 174.13
12-VOLT MARINE / RV DEEP CYCLE SERVICE								
24	1	DC24	525	135	75	203.95	12	$ 147.65
27	1	DC27	625	180	90	233.95	12	$ 170.07
31	1.5	DC31DT	675	195	105	260.95	12	$ 189.79

8-VOLT - MARINE AND INDUSTRIAL								
GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	8 AH RATE	6 AH RATE	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
983	3	819	510	167	158	961.95	6	$ 673.60
984	3	821	530	187	177	1085.95	6	$ 760.62
985	4	825	730	224	221	1259.95	6	$ 882.57
ORDNANCE								
6TL	2	6TMF	750	-----	-----	395.95	6	$ 279.30
6-VOLT - FLOOR SCRUBBER AND SWEEPER								
GROUP NUMBER	CORE VALUE	PART NUMBER	20 AH RATE	6 AH RATE	Minutes @ 75 A	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
901	1.5	8C11	235	190	120	303.95	6	$ 224.36
902	2	8C6V	330	270	170	469.95	6	$ 346.35
903	2.5	8L16	370	295	190	492.95	6	$ 364.66
12-VOLT - FLOOR SCRUBBER AND SWEEPER								
921	3	8C12	195	160	90	500.95	6	$ 370.20
GOLF CAR - EV - MOTIVE POWER - DEEP CYCLE SERVICE								
GROUP NUMBER	CORE VALUE	PART NUMBER	20 AH RATE	5 AH RATE	Minutes @ 75 A	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
GC2	1.5	GC25	235	188	132	287.95	12	$ 213.41
GC2	1.5	GC15	230	174	120	261.95	12	$ 194.07
GC2	1.5	GC10	215	157	105	237.95	12	$ 176.29
GC2H	1.5	GC45	255	203	145	356.95	12	$ 263.87
GC8	1.5	GC8V	165	130	85	290.95	12	$ 215.53
GC12	1.5	GC12T	150	120	70	458.95	12	$ 351.53
12-VOLT GOLF CAR STARTING								
GROUP NUMBER	CORE VALUE	PART NUMBER	CCA @ 0 F	RESERVE CAPACITY	REF. CA @ 32 F	SUGGESTED LIST	WARRANTY FREE MONTHS	SCMD OUTRIGHT PRICE
26	1	426G	450	55	555	143.95	12	$ 103.24

Warranty note: Any starting type battery used in on-highway vehicles equipped with two-way radios (such as taxis, police, and emergency vehicles), marine application, off-highway use, and other non-automotive usage, free warranty replacement period will be 3 months. Prices and information subject to change without notice.

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EAST PENN manufacturing co., inc.

Lyon Station, PA 19536-0147

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e-mail: dekabatteryhernshaw@dekabatteries.com

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EFFECTIVE 10-1-2024

GROUP NUMBER	PART NUMBER	CCA @ 0 F	REF. MCA	R.C.	Minutes @ 25 A	20 AH RATE	SUGGESTED LIST	WARRANTY FREE MONTHS	CORE VALUE	SCMD OUTRIGHT PRICE
AGM - VALVE REGULATED										
U1	8AU1	200	240	45	54	32	157.95	12	0.5	$ 108.65
U1	8AU1H	200	240	45	54	32	158.95	12	0.5	$ 109.80
22NF	8A22NF	350	420	85	95	55	257.95	12	0.5	$ 177.95
24M	8A24M	525	800	135	145	79	343.95	12	1	$ 237.37
24	8A24	525	800	135	145	79	343.95	12	1	$ 237.37
24	8A24NH	525	800	135	145	79	343.95	12	1	$ 237.37
27M	8A27M	580	900	175	185	92	405.95	12	1	$ 280.33
27	8A27	580	900	175	185	92	405.95	12	1	$ 280.27
31M	8A31DTM	800	1000	200	210	105	448.95	12	1.5	$ 309.86
4D	8A4D	1110	1420	380	413	198	856.95	12	3	$ 591.57
8D	8A8D	1450	1800	480	517	245	1024.95	12	4	$ 707.85
GC2	8AGC2	680	900	380	409	190	466.95	12	1.5	$ 322.31
GEL - VALVE REGULATED										
U1	8GU1	200	290	44	47	31.6	197.95	12	0.5	$ 136.13
U1	8GU1H	200	290	44	47	31.6	199.95	12	0.5	$ 137.30
22NF	8G22NF	210	300	77	82	51	309.95	12	0.5	$ 213.30
24M	8G24M	410	575	132	140	73.6	401.95	12	1	$ 277.07
24	8G24	335	470	132	140	73.6	401.95	12	1	$ 277.07
24	8G24NH	335	470	132	140	73.6	401.95	12	1	$ 277.07
24	8G24SS	335	470	132	140	73.6	434.95	12	1	$ 299.21
27M	8G27M	505	700	160	170	88	482.95	12	1	$ 333.00
27	8G27	400	550	160	170	88	482.95	12	1	$ 333.00
30H	8G30H	450	640	180	190	97.6	522.95	12	1.5	$ 359.99
31M	8G31DTM	550	780	180	190	97.6	528.95	12	1.5	$ 364.17
31	8G31	450	640	180	190	97.6	518.95	12	1.5	$ 357.78
34R	8G34R	300	420	90	96	60	348.95	12	1	$ 239.97
	8G40C	225	325	59	63	40	283.95	12	0.5	$ 195.11
4D	8G4D	970	1245	375	395	183	1012.95	12	3	$ 697.34
8D	8G8D	1150	1470	475	500	225	1215.95	12	4	$ 837.44
GC2	8GGC2	585	850	345	375	180	521.95	12	1.5	$ 359.39
GC8	8G8VGC	400	575	250	270	140	545.95	12	1.5	$ 375.91
5SHP	8G5SHP	450	640	200	218	115	623.95	12	1.5	$ 430.20
5SHP	8G5SHP876	450	640	200	218	115	623.95	12	1.5	$ 430.20

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PART NUMBER	CCA @ 0 F	10 HR CAPACITY	SUGGESTED LIST	WARRANTY FREE MONTHS	CORE VALUE	SCMD OUTRIGHT PRICE
POWER SPORTS AGM VALVE REGULATED						
ETX9	120	8	110.95	12	0.2	$ 76.29
ETX12	180	10	119.95	12	0.2	$ 82.34
ETX14	220	12	130.95	12	0.2	$ 89.71
ETX14L	220	12	130.95	12	0.2	$ 89.71
ETX15	220	13	124.95	12	0.2	$ 85.85
ETX15L	220	13	124.95	12	0.2	$ 85.85
ETX16	325	19	151.95	12	0.2	$ 104.76
ETX16L	325	19	151.95	12	0.2	$ 104.76
ETX18L	340	20	167.95	12	0.2	$ 115.44
ETX20L	310	17.5	156.95	12	0.2	$ 107.92
ETX30LA	400	26	190.95	12	0.2	$ 131.48

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