

COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES AND SUPPLY  
1111 E.AST BROAD STREET  
P. O. BOX 1199  
RICHMOND, VIRGINIA 23218-1199

**NOTICE OF CONTRACT RENEWAL**

1. DATE .....December 3, 2008
2. COMMODITY NAME ..... Batteries, Dry Cell
3. CONTRACT NUMBER ..... E194-424-09
4. CONTRACT PERIOD.....January 1, 2009 through December 31, 2009
5. SUPERSEDES ..... E194-424-1
6. AUTHORIZED USERS..... State Agencies and Other Public Bodies
7. CONTRACTOR(S) FEIN NUMBER..... 13-0794380
8. CONTRACTOR ..... Graybar Electric Company  
Contact: Mark Moehlenhoff  
11885 Lackland Road  
Maryland Heights, MO 63146
9. VENDOR IDENTIFICATION NUMBER .....E9967
10. CONTRACTOR(S) PHONE NUMBER.....(800) 688-3156 Phone / (314) 573-5199 Fax
11. TERMS ..... 1 %, 15 Days / Net 30
12. DELIVERY..... 14 Days ARO
13. F.O.B. .... Agency
14. MINIMUM ORDER ..... \$100.00
15. FOR FURTHER CONTRACT INFORMATION CONTACT: Edwin Patterson  
Phone: (804) 786-3897  
Fax: (804) 786-0223  
Email: edwin.patterson@dgs.virginia.gov
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: [www.eva.state.va.us/dps](http://www.eva.state.va.us/dps)
16. NOTICE TO ALL STATE AGENCIES: This contract is the result of a competitive bid program and its use is mandatory for all State Agencies (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by an agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
17. **Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: Edwin Patterson  
Contract Officer

## INSTRUCTIONS

1. Purchase orders will be submitted to the Contractor via the Commonwealth of Virginia's electronic procurement system, also known as eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through eVA.

Written Purchase Orders Required by the Contractor. **When required by the contractor**, state agencies and public bodies will supply written purchase order forms for orders under \$5,000.

Verbal/Facsimile Orders. When a written purchase order is not required by the contractor, state agencies have the authority to place verbal and/or facsimile orders for requirements valued at less than \$5,000.

2. If this contract is authorized for use by localities (see line item 6, page 1), Virginia cities, counties, towns and political subdivisions may use their own form to order items listed in this contract.
3. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
4. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia city, county, town or political subdivision.
5. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (225-4045).
6. Price Adjustments. During the current term of the contract, price escalation may be allowed every 365 days, if justified. The contract officer makes the decision to allow or deny a request for increase based upon the documentation submitted by the contractor. The contractor is required to pass on any price reductions immediately. **IMPORTANT!** All price increases must be approved by the contract officer. Contract users will be sent a Notice of Contract Change from this office as official notification of such changes, if approved.
7. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for (Two) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
8. eVA BUSINESS-TO-GOVERNMENT CONTRACTS & ORDERS: The contract will result in numerous (eVA purchase order(s) with the following transaction fees. For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1% capped at \$500 per order. (ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order. The eVA transaction fee will be assessed approx. 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. eVA the Internet electronic procurement solution, web site portal streamlines & automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies & public bodies. The eVA transaction fee will be assessed approx. 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. eVA the Internet electronic procurement solution, web site portal streamlines & automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies & public bodies.

9. eVA BUS-TO-GOVERN. CONTRACT

Vendors desiring to provide goods &/or services to the Commonwealth shall participate in the eVA Internet e procurement solution & agree to comply with the following: If this solicitation is for a term contract, failure to comply with the requirements in a. & b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. a.) Submit a fully executed AMS Trading Partner Agreement, which can be downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement & host the eVA e-procurement solution. b.) Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). Contractors should e-mail Catalog or Index Page to [eva-catalog-manager@dgs.virginia.gov](mailto:eva-catalog-manager@dgs.virginia.gov).

10. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
11. MINIMUM ORDERS will be \$100.00 for F.O.B. delivery to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Destination with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
12. DELIVERY SERVICE: Delivery of all requested contract items shall be made within 7 calendar days after receipt of purchase order. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.
13. SPECIFICATIONS: Batteries shall conform to ANSI C18.1M, latest revision. Bidders should submit with bid manufacturer's certificates or manufacturer's literature verifying that all batteries offered conform to the applicable ANSI specifications. Batteries shall be commercial quality with at least 90% remaining shelf life.
14. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

**E194-424-09**

**Dry Cell Batteries (Except Radio)      January 1, 2009 thru December 31, 2009**

**NOTES:      When ordering please use Graybar Part number and order in carton quantity**

Item #	Graybar Part Number	Rayovac / Manufactures Part Number	Description	Carton Quantity	Unit Price	Carton Price
20	88219712	HD-AA	Flashlight, 1-1/2 V., Zinc-Carbon, Size AA, Flat terminals, NEDA 15F	96/ carton	\$0.110	\$10.560
40	88219713	HD-C	Flashlight, 1-1/2V., Zinc-Carbon, Size AC, General Purpose, Flat Terminals, NEDA 14F	72/ carton	\$0.190	\$13.680
60	88219714	HD-D	Flashlight, 1-1/2 V., Zinc- Carbon, Size D, General Purpose, Flat Terminals, NEDA 13F	72/ carton	\$0.212	\$15.264
80	NA		Duplication of Item # 60			
100	90080483	6V-GP	Lantern, 6V, Zinc Carbon, Metal or Plastic Case, Size 2.6" x 2.6" x 6" x4", Coil Springs Terminals, General Purpose, NEDA	12/ carton	\$1.190	\$14.280
120	88219664	903	Lantern, 7-1/2 V, Zinc Carbon, Metal or Plastic Case, Size 7.2" x 4" x 6.4", Insulated Knurl Terminals, Heavy Duty Industrial Grade, NEDA 903	4/ carton	\$13.300	\$53.200
140	25051411	945R4	Lantern, 6 V, Zinc-Carbon, Metal or Plastic Case, Size 2.6" x 2.6" x 6" x 4.3", insulated Knurl Terminals, General Purpose Grade, NEDA 918	4/ carton	\$1.800	\$7.200
160	88219666	918	Lantern, 6V, Zinc Carbon, Metal or Plastic Case, Size 5.3" X 2.8" X 4.9", Insulated Coil Springs Terminals, General Purpose Grade, NEDA 918	6/ carton	\$4.000	\$24.000
180	88219669	926	Lantern, 12 V, Zinc--Carbon, Metal or Plastic Case, Size 5.3" x 2.8" x 4.9", Insulated Knurl Terminals, General Purpose Grade, NEDA 926	6/ carton	\$5.380	\$32.280
200	88219681	AL-C	Alkaline, 1-1/2 V, Size C, Flat Terminals, NEDA 14A	72/ carton	\$0.390	\$28.080
220	88219682	AL-D	Alkaline, 1-1/2 V, Size D, Flat Terminals, NEDA 13A	72/ carton	\$0.480	\$34.560
240	88219679	AL-AA	Alkaline, 1-1/2 V, Size AA, Flat Terminals, NEDA 15A	96/ carton	\$0.178	\$17.088
260	88219680	AL-AAA	Alkaline, 1-1/2 V, Size AAA, Flat Terminals, NEDA 24A	96/ carton	\$0.178	\$17.088
280	88219678	AL-9V	Transistor Radio, 9 V, Alkaline, Size 1.0" x 0.7" x 1.9", Miniature Snap Terminals, NEDA 1604A	72/ carton	\$0.800	\$57.600
320	88219711	HD-9V	Transistor Radio, 9 V, Zinc-Carbon, Size 1.0" x 0.7" x 1.9", Miniature Snap Terminals, NEDA 1604	72/ carton	\$0.360	\$25.920