



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: 04-29-2022

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 LIGHT22 1	Procurement Folder:	1021850
Document Name:	LIGHT22 : SWC LIGHT BULBS & BALLAST	Reason for Modification:	
Document Description:	Statewide Contract for Light bulbs & Ballasts	Award of CRFQ 0212 SWC2200000011	
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-05-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-04-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000200562 STATE ELECTRIC SUPPLY COMPANY PO BOX 5397 HUNTINGTON WV 25703 US Vendor Contact Phone: 304-768-3600 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov 22 FILE LOCATION _____ 2 CFR 200 Compliant
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

5-2-22 Bat

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

MA 04/29/2022
PURCHASING DIVISION AUTHORIZATION
DATE: 5/2/22
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: 5/4/2022
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
Beverly Toher
DATE: 5-5-22
ELECTRONIC SIGNATURE ON FILE

Extended Description:

STATEWIDE CONTRACT: LIGHT22 - LIGHT BULBS & BALLAST

The vendor, State Electric Supply Company, agrees to enter into a Statewide Contract for providing Light Bulbs and Ballast on an as-needed basis, per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0212 SWC2200000011), and the vendor's bid received 04/12/2022, all incorporated herein by reference and made a part of hereof.

The Vendor shall provide Light Bulbs and Ballast, at the Discount Percentages per the attached Exhibit_A Pricing Pages and Catalog Price Book.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	39100000			EA	0.000000
	Service From	Service To			

Commodity Line Description: LIGHT BULBS & BALLAST**Extended Description:**

LIGHT BULBS & BALLAST:

Note: See attached Exhibit_ Pricing Pages and the Vendors Catalog Price Book for Contract Discount Pricing and Eligible Contract Items.

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 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 maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

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

☐ **Other:** Contract Term specified in _____
Revised 02/08/2022

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.

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

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

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

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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

☐ **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 and must include the State as an additional insured on each policy 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: \$250,000.00 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.

☒ State of West Virginia must be listed as Additional Insured on the Insurance Certificate. Certificate Holder should read as follows:

☒ State of WV
2019 Washington Street, East
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

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. [Reserved]

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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

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

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

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. 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 CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

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

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

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

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a 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, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

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. Copy: Mark.A.Atkins@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 supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award 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.

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.

Justin Bailey Director of Lighting and Project Management
(Name, Title)
Justin Bailey Director of Lighting and Project Management
(Printed Name and Title)
2010 2nd AVENUE HUNTINGTON, WV 25703
(Address)
(304) 766-0500 (304) 766-0518
(Phone Number) / (Fax Number)
justin.bailey@stateelectric.com
(email address)

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

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.

State Electric Supply Company
(Company)
James Ware SVP-Finance
(Authorized Signature) (Representative Name, Title)
JAMES WARE
(Printed Name and Title of Authorized Representative)
4/25/22
(Date)
(304) 523-7491 (304) 528-0214
(Phone Number) (Fax Number)

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 compliant.

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 compliant. 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: 4/29/2022

Vendor Name:

State Electric Supply Company

By: James Ware

Printed Name: JAMES WARE

Title: SUP. Finance

Date: 4/25/22

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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Government Works.

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

REQUEST FOR QUOTATION
CRFQ 0212 SWC2200000011
(LIGHT22)
Bulbs, and Ballast

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 Statewide Contract for Lights Bulbs and Ballast for all West Virginia Agencies and Political Subdivisions as well as county and city municipalities within the State of West Virginia's 55 counties.

This Contract will define a supplier of: Compact Fluorescent Lights (CFL) Fluorescent Bulbs, Metal Halide Bulbs, Light-Emitting Diode (LED) Bulbs, Incandescent Bulbs, Halogen Bulbs, High Pressure Sodium Bulbs, and associated Ballast.

This Solicitation does not include lighting fixtures. The Contract awarded from this CRFQ shall cover all awarded Product Categories from Vendor's Catalog as submitted with this solicitation.

This solicitation is intended to replace the expiring LIGHT18 Contract which can be found on the Purchasing Division's website at:

<http://www.state.wv.us/admin/purchase/swc/LIGHT.htm>

The LIGHT18 contract spend amount by year as reported by the incumbent vendor is:

2018	2019	2020	2021
\$81,226.15	\$129,017.13	\$156,117.52	\$160,317.02

- 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, per the Vendor's lowest published Pricelist.
- 2.2 "Catalog Price"** means the lowest price listed for an Eligible Item in Vendor's Catalog. (Ex. A box of 200 bulbs priced at \$4.00 per box has a catalog price of \$4.00. A crate of bulb boxes priced at \$400.00 has a catalog price of \$400.00).
- 2.3 "Contract Item or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.

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- 2.4 “ANSI” means American National Standards Institute.
- 2.5 “Color Rendering Index” means is a quantitative measure of the ability of a light source to reveal the colors of various objects faithfully in comparison with an ideal or natural light source. <https://www.lumens.com/light-bulb-facts/color-rendering-index.html>
- 2.6 “BALLAST” means Electronic devices that fluorescent lights use to function. There are three types of lighting ballasts: (1) Magnetic – A device that uses a core and coil assembly transformer to perform the minimum functions required to start and operate the lamp; (2) Hybrid – A magnetic ballast with a few electric components that switch off voltage to the lamp coil once the lamp has started; (3) High frequency electronic – A ballast that operates lamps at frequencies above 20,000 Hz.
- 2.7 “Compact Fluorescent Lamp (CFL)” means A fluorescent lamp with a small diameter glass tube (T5 or less) that is folded, bent, or bridged to create a long discharge path in a small volume. The lamp design generally includes an amalgam and a cold chamber, or a cold spot to control the mercury vapor pressure and light output (ANSI/IES RP-16-10). For purposes of this specification, compact fluorescent lamps include integral electronic ballasts and are equipped with an ANSI standard base.
<https://www.energystar.gov/sites/default/files/asset/document/ENERGY%20STAR%20Lamps%20V2%20Revised%20Spec.pdf>
- 2.8 “Lumen” is a measure of the total visible light output of a light source.
- 2.9 “Discount Percentage” means the percentage discount that Vendor will apply to all Agency purchases of Eligible Items in a given product category
- 2.10 “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.
- 2.11 “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.*
- 2.12 “Eligible Item” means lights, lamps, bulbs, ballast and other related lighting items.
- 2.13 “Energy Independence & Security Act of 2007 (EISA)” means An Act to move the United States toward greater energy independence and security, to increase the

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production of clean renewable fuels, to protect consumers, to increase the efficiency of products, buildings, and vehicles, to promote research on and deploy greenhouse gas capture and storage options, and to improve the energy performance of the Federal Government, and for other purposes.

- 2.14 “EPA”** means the U.S. Environmental Protection Agency.
- 2.15 “Fluorescent Lamp”** means a low-pressure mercury-vapor gas-discharge lamp that uses fluorescence to produce visible light. An electric current in the gas excites mercury vapor, which produces short-wave ultraviolet light that then causes a phosphor coating on the inside of the lamp to glow.
https://en.wikipedia.org/wiki/Fluorescent_lamp
- 2.16 “Light-Emitting Diode (LED)”** means an electric light or light bulb for use in lighting fixtures that produces light using light-emitting diodes (LEDs). LED lamps have a lifespan and electrical efficiency which are several times greater than incandescent lamps, and are significantly more efficient than most fluorescent lamps,
- 2.17 “High-intensity Discharge Lamp (HID)”** means a type of electrical gas-discharge lamp which produces light by means of an electric arc between tungsten electrodes housed inside a translucent or transparent fused quartz or fused alumina arc tube. [https://en.wikipedia.org/wiki/High-intensity_discharge_lamp]
- 2.18 “Metal Halide Lamp”** means A type of HID lamp that is filled with metal halides in addition to the argon and mercury used in mercury vapor lamps.
- 2.19 “NEMA”** means the National Electrical Manufacturers Association.
- 2.20 “PCBs”** means is an organic chlorine compound with the formula $C_{12}H_{10-x}Cl_x$. Polychlorinated biphenyls were once widely deployed as dielectric and coolant fluids in electrical apparatus
- 2.21 “Pricing Page” or “Pricing Pages”** means the schedule of prices, Discount Percentage, estimated usage, contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
- 2.22 “Routine Items”** means Items that are delivered as a result of normal ordering procedures to replace expended supplies or to build up reserve stock.
- 2.23 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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- 2.24 “Watt”** is a measure of the total power output of a light source.
- 2.25 “Routine Items”** means items that are delivered as a result of normal ordering procedures to replace expended supplies or to build up reserve stock.
- 2.26 “Total Bid Amount”** means the sum of the bid total column on the Pricing Pages shown below the bid total column and identified as the Total Bid Amount.
- 2.27 “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.
- 2.28 “Unit Price”** means the price of an individual unit of an Eligible Item as shown on the Pricing Pages.
- 2.29 “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 Units 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 OSRAM, Sylvania, General Electric, Philips, Eiko or Equal and comply with the following:
- 3.1.1.1** Eligible Items must be compatible with applicable ANSI product standards.
- 3.1.1.2** Eligible Items must meet the latest Energy Star Product Specifications and Requirements for Lamps.
- 3.1.1.3** All light bulbs and or ballast shall be certified for the specific type of application (wet, dry, damp, etc.).

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3.1.1.4 All light bulbs and or ballast must be of current manufacture and must carry a safety certification by an approved testing laboratory (UL, CE, ETL, etc.)

3.1.1.5 All lamps, ballasts serving the same fixture must be fully compatible, providing full operability of all components without reduction in component performance or service life.

3.1.1.6 All light bulbs supplied must meet the latest published applicable Federal Standards and/or certifications.

3.1.2 COMPACT FLUORESCENT LAMPS (CFL)

3.1.2.1 Must meet Color Rendering Index of a minimum of 82

3.1.2.2 Bulb Primary Application should not be restricted to one function.

3.1.2.3 Should Contribute to Reducing Energy Consumption

3.1.2.4 Lighting Technology – (Fluorescent)

3.1.3 FLUORESCENT LAMPS

3.1.3.1 Must meet Color Rendering Index of a minimum of 60

3.1.3.2 Bulb Primary Application should not be restricted to one function

3.1.3.3 Lighting Technology – (Fluorescent)

3.1.3.4 Should contribute to Reducing Energy Consumption

3.1.4 METAL HALIDE LAMP

3.1.4.1 Must meet Color Rendering Index of a minimum of 65

3.1.4.2 Lighting Technology – (Metal Halide)

3.1.4.3 Bulb Finish Clear

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3.1.4.4 Bulb Type - High Output

3.1.5 LED LAMPS

3.1.5.1 Must be a compatible drop in replacement for incandescent or fluorescent lamps with the same base.

3.1.5.2 Must meet Color Rendering Index minimum of 80

3.1.5.3 Should be Energy Star compliant where possible

3.1.5.5 Lighting Technology – (LED)

3.1.6 INCANDESCENT LAMPS

3.1.6.1 Lighting Technology Incandescent

3.1.7 HALOGEN LAMPS

3.1.7.1 Bulb Finish Clear

3.1.7.2 Lighting Technology – (Halogen)

3.1.7.3 Mercury lamps mounted in interior fixtures shall be self-extinguishing in the event of breakage of the outer glass.

3.1.8 HIGH PRESSURE SODIUM

3.1.8.1 Mercury lamps mounted in interior fixtures shall be self-extinguishing in the event of breakage of the outer glass.

3.1.8.2 Bulb Finish Clear

3.1.8.3 Color Rendering Index a minimum of 20

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3.1.8.4 Green Environment Attribute Product Contributes to Reducing Energy Consumption.

3.1.9 FLUORESCENT LAMP BALLASTS and HID BALLAST

3.1.9.1 Ballast must be Underwriter Laboratories (UL) approved.

3.1.9.2 Ballast shall not contain PCBs.

3.1.9.3 All ballast shall be Class "A" sound rated.

3.1.9.4 Ballast shall be capable of starting the designated lamp at the minimum temperature established by the lamp manufacture.

3.1.9.5 HID ballast must have a wattage value of 100% of full light output.

3.1.10 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:

3.1.10.1 Ordering Entity;

3.1.10.2 Purchase order number;

3.1.10.3 Description;

3.1.10.4 Quantity;

3.1.10.5 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

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The contract number **CMA 0212 LIGHT22** must be included on all Quarterly Sales Reports. Any quarter with zero sales must be reported as zero sales.

4 CONTRACT AWARD, PERCENTAGE DISCOUNT, CATALOG:

4.1 Contract Award: The 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 Amount 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 per each of the eight (8) Product Category's 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 Price derived from that discount must take into account any and all fees, charges, or other miscellaneous costs that Vendor may require, including delivery charges as indicated below, because those fees, charges, or other miscellaneous costs will not be paid separately. The Agency shall only pay the appropriate Discounted Unit Price for items purchased under this Contract.

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

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

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the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding anything contained herein, the Purchasing Division may correct errors on the Pricing Pages. Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. Doing so will reduce the number of, and the possibility for, calculation errors. The Pricing Pages were created as a Microsoft Excel document and Vendor can download from the wvOASIS Vendor Self-Serve (VSS) website.

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.

Vendor's who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their pricing information and include it as an attachment to their online response before bid opening date and time.

If unable to respond online Vendor must submit the Exhibit "A" Pricing Pages in their entirety with your bid prior to the scheduled bid opening date and time.

4.3.1 Pricing Page Calculations. The Pricing Pages require Vendor to insert its Catalog Price, Units Provided for Catalogue Price, and Single Whole Number Discount Percentage per each Category listed thereon.

NOTE: *When inserting Discount percentage for each Category at the bottom of the Pricing Page, this information will auto populate within the Pricing Page* That information, along with information that is already included on the Pricing Pages will be used to calculate the Unit Price, Discounted Unit Price, item total cost, and Total Bid Cost. If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing Division, these calculations will be automatically completed.

4.3.1.1 Unit Price Calculation – The Unit Price is calculated by dividing the Catalogue Price by the Units Provided for Catalogue Price.

Example: \$10 per box divided by 10 nuts per box equals a Unit Price of \$1.

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4.3.1.2 Discounted Unit Price – The Discounted Unit Price is calculated by applying the Discount Percentage to the Unit Price

Example: \$1 Unit Price reduced by a 10% Discount Percentage equals a \$0.90 Discounted Unit Price.

4.3.1.3 Item Total Cost – The item total cost is calculated by multiplying the estimated unit quantity by the Discounted Unit Price.

Example: An estimated unit quantity of 10,000 nuts multiplied by a Discounted Unit Price of \$0.90 equals a \$9,000 item total cost for that item.

4.3.1.4 Total Bid Cost – The Total Bid Cost is calculated by adding the item total cost for every item listed on the Pricing Pages.

Example: Item total costs of \$9,000 and \$1,000 would equal a Total Bid Cost of \$10,000 (if the Pricing Pages contained only two items).

5. CATALOG:

5.1 Submission. Vendor must submit a copy of the Catalog page(s) with the Part or Item Number, Retail List Price, and the number of Units Provided (number of pieces per package in the Catalog List Price) clearly identified for each commodity item on the Exhibit_A Pricing Pages prior to award for evaluation purposes. The above referenced Catalog pages may be a screen shot effective as of the date of bid submission. Vendor shall also provide a weblink and login instructions or mail their Catalog free of charge to any Agency desiring to use this Contract if the Catalog is not electronically entered into wvOASIS. Vendor may be required to input its Catalog data into wvOASIS utilizing the format required by wvOASIS. Copies of the Catalog may also be requested in an electronic format. Vendor's Catalog, or data from the Catalog entered into wvOASIS will be used by Agencies to order Eligible Items under this Contract.

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Vendor should identify all items listed on the submitted catalog 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 retail Catalog List Price and Units Provided listed in the Catalog, the submitted Catalog List Price and Units Provided 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.

6 ORDERING AND PAYMENT:

6.1 Ordering: Vendor shall accept Agency Delivery Orders (ADO) by 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 RFQ. 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

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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 five (5) calendar days after orders are received. Vendor shall deliver emergency orders within two (2) calendars day 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 Agency at any West Virginia State agency located within the State.

7.2 Orders in Excess of \$100.00 In-State Destination shall be delivered FOB; Destination when shipped to a single facility location. Orders that total less than \$100.00 may be shipped prepaid, with transportation charges added to the invoice as a separate item. The original bill for transportation must be provided to the Agency at delivery.

Minimum shipment shall be \$100.00 per order.

Agencies may make purchases that fall under the \$100.00 limit at a local source if pricing includes delivery and a savings result to avoid the delivery charges.

All deliveries must be made during the agency's normal working hours for the delivery location. Vendor is responsible for communicating prior to delivery of items with the agency to ensure the agency's delivery schedule.

7.3 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.

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- 7.4 Delivery Payment/Risk of Loss:** Standard order delivery shall 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. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.5 Return of Unacceptable Items:** Items that Agency deems unacceptable shall be replaced within one (1) business day by the vendor at no additional delivery charge. Unacceptable items will be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within seven (7) days of being notified that the item(s) 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 within one (1) business day, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.6 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.

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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 CRFQ or an updated Catalog approved by the Purchasing Division as described above. Vendor shall not supply substitute items.

9.2 Vendor Supply: Vendor must carry sufficient inventory of the Eligible Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Eligible Items contained in its bid response.

9.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

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: Justin Bailey
Telephone Number: (304) 766-0500
Fax Number: (304) 766-0518
Email Address: justin.bailey@stateelectric.com

WEST VIRGINIA PURCHASING DIVISION

LIGHT22 WV LAMP AND BALLAST CONTRACT



EXHIBIT_A PRICING PAGES

CRFQ 0212 SWC2200000011
(LIGHT722)

VENDORS complete all GREEN shaded fields for Pricing														
Pricing Page Eligible Item Description														
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
Example	Compact Fluorescent	23 watts Screw-In CFL T3, Medium Screw (E26), 1600 Lumens 4100k Bulb Color Temp.	ACME	12345	Example	\$100.00	10	\$10.00	50%	\$5.00	Each	4	\$5.00	\$20.00
1.														
1	Compact Fluorescent	40 watts Screw-In CFL T3, Medium Screw (E26), 2600 Lumens 4100k Bulb Color Temp.	EIKO	05422	SP42/41K	\$20.00	1	\$20.00	33%	\$13.40	Each		\$13.40	
Vendor submitted Equivalent	Compact Fluorescent	40 watts Screw-In CFL T3, Medium Screw (E26), 2600 Lumens 4100k Bulb Color Temp.												
2	Compact Fluorescent	32 watts Plug-In CFL, T4 PL, 4-Pin (GX24Q-3), 2400 Lumens 3500K Bulb Color Temp.	EIKO	49273	TT32/35	\$6.50	1	\$6.50	33%	\$4.36	Each		\$4.36	
Vendor submitted Equivalent	Compact Fluorescent	32 watts Plug-In CFL, T4 PL, 4-Pin (GX24Q-3), 2400 Lumens 3500K Bulb Color Temp.	Sylvania	20885	CF32DTE/IN/835/ECO									
3	Compact Fluorescent	13.0 watts Screw-In CFL, T2,Medium Screw (E26), 900 Lumen 4100K Bulb Color Temp.	Philips Lighting	414037	EL/mdTQ 13W T2 4.1k	\$8.50	1	\$8.50	33%	\$5.70	Each		\$5.70	
Discounted Unit Price Calculation											Bid Total Calculation			

EXHIBIT_A PRICING PAGES

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VENDORS complete all GREEN shaded fields for Pricing														
Pricing Page Eligible Item Description														
All references to brand names are for illustration purposes only and vendors may bid the brand listed or an equal product.														
Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
Vendor submitted Equivalent	Compact Fluorescent	13.0 watts Screw-In CFL, T2,Medium Screw (E26), 900 Lumen 4100K Bulb Color Temp.	Sylvania	26375	CFI3EL/SPIRAL/841									
4	Compact Fluorescent	23 watts Screw-In CFL, T2, Medium Screw (E26), 1600 Lumen 4100K Bulb Color Temp	Philips Lighting	414060	EL/mdTQ 23W T2 4.1k	\$6.00	1	\$6.00	33%	\$4.02	Each		\$4.02	
Vendor submitted Equivalent	Compact Fluorescent	23 watts Screw-In CFL, T2, Medium Screw (E26), 1600 Lumen 4100K Bulb Color Temp	no equal-OFFER IN 3500											
5	Compact Fluorescent	40 watts Screw-In CFL, T3, Medium Screw (E26), 2600 Lumen 5000K Bulb Color Temp.	EIKO	05423	SP42/50K	\$22.00	1	\$22.00	33%	\$14.74	Each		\$14.74	
Vendor submitted Equivalent	Compact Fluorescent	40 watts Screw-In CFL, T3, Medium Screw (E26), 2600 Lumen 5000K Bulb Color Temp.												
6	Compact Fluorescent	26 watts Plug-In CFL, T4PL, 2-Pin (G24D-3), 1500 Lumen, 3500K Bulb Color Temp.	EIKO	49237	QT26/35	\$7.50	1	\$7.50	33%	\$5.03	Each		\$5.03	
Discounted Unit Price Calculation											Bid Total Calculation			

EXHIBIT_A PRICING PAGES

CRFQ 0212 SWC2200000011
(LIGHT22)

VENDORS complete all GREEN shaded fields for Pricing														
Pricing Page Eligible Item Description														
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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
Vendor submitted Equivalent	Compact Fluorescent	26 watts Plug-In CFL, T4PL, 2-Pin (G24D-3), 1500 Lumen, 3500K Bulb Color Temp.	Sylvania	21114	CT26DD/835/ECO									
7	Compact Fluorescent	13.0 watts Plug-In CFL, T4PL, 4-Pin (2GX7), 800 Lumen, 4100K Bulb Color Temp,	Sylvania	20318	CF13DS/E84 1	\$5.00	1	\$5.00	33%	\$3.35	Each		\$3.35	
Vendor submitted Equivalent	Compact Fluorescent	13.0 watts Plug-In CFL, T4PL, 4-Pin (2GX7), 800 Lumen, 4100K Bulb Color Temp,												
IL														
8	Fluorescent Lamps	18 inch 15.0 watts Linear Fluorescent Lamp, T8, Medium Bi-Pin (G13), 825 Lumen, 4100K Bulb color Temp.	GE Current	10142	F15T8/CW	\$7.00	1	\$7.00	33%	\$4.69	Each		\$4.69	
Vendor submitted Equivalent	Fluorescent Lamps	18 inch 15.0 watts Linear Fluorescent Lamp, T8, Medium Bi-Pin (G13), 825 Lumen, 4100K Bulb color Temp.	Sylvania	21616	F15T8/CW									
9	Fluorescent Lamps	48 inch 32 watts Linear Fluorescent Lamp, T8, Bi-Pin (G13), 2900 Lumen, 4100K Bulb Color Temp.	GE Current	68852	F32T8/SPX41/ECO	\$5.00	1	\$5.00	33%	\$3.35	Each		\$3.35	

CRFQ 0212 SWC2200000011
(LIGHT22)

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[illegible]

CRFQ 0212 SWC2200000011
(LIGHT22)

Pricing Page Eligible Item Description
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Pricing Page Eligible Item Description						Discounted Unit Price Calculation					Bid Total Calculation			
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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
IV														
21	LED	26 watts LED Lamp, PAR38, Medium Screw (E26) 1650 Lumen, 4000K Bulb Color Temp.	EIKO	09172	LED20WPAR38	\$16.00	1	\$16.00	33%	\$10.72	Each		\$10.72	
Vendor submitted Equivalent	LED	26 watts LED Lamp, PAR38, Medium Screw (E26) 1650 Lumen, 4000K Bulb Color Temp.	Satco	S29456	17.5PAR38/LED/840									
22	LED	6.0 watts LED Lamo, MR16, 2-Pin (GU5.3), 400 Lumen, 2700K Bulb Color Temp.	EIKO	09493	LED7WMR16	\$7.40	1	\$7.40	33%	\$4.96	Each		\$4.96	
Vendor submitted Equivalent	LED	6.0 watts LED Lamo, MR16, 2-Pin (GU5.3), 400 Lumen, 2700K Bulb Color Temp.	Sylvania	78232	LED5MR16/DIM/827/NFL24									
23	LED	17.5 watts LED Lamp, A21, Medium Screw (E26), 1600 Lumen, 2700K Bulb Color Temp.	EIKO	09886	LED15WA19/OMN/827	\$9.00	1	\$9.00	33%	\$6.03	Each		\$6.03	
Vendor submitted Equivalent	LED	17.5 watts LED Lamp, A21, Medium Screw (E26), 1600 Lumen, 2700K Bulb Color Temp.	Sylvania	78117	LED17A21/DIM/O827									
24	LED	14.0 watts LED Lamp, A21, Medium Screw (E26), 1100 Lumen, 2700K Bulb Color Temp	EIKO	09885	LED15WA19/OMN/827	\$6.00	1	\$6.00	33%	\$4.02	Each		\$4.02	

EXHIBIT_A PRICING PAGES

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(LIGHT22)

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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
Vendor submitted Equivalent	LED	14.0 watts LED Lamp, A21, Medium Screw (E26), 1100 Lumen, 2700K Bulb Color Temp	Sylvania	78114	LEDA19/DIMO/827									
25	LED	11.0 watts LED Lamp, A19, Medium Screw (E26), 800 Lumen, 2700K Bulb Color Temp.	Eiko	09886	LED9.5WA19/OMN/827	\$1.90	1	\$1.90	33%	\$1.27	Each		\$1.27	
Vendor submitted Equivalent	LED	11.0 watts LED Lamp, A19, Medium Screw (E26), 800 Lumen, 2700K Bulb Color Temp.	Sylvania	40821	ECOLEDA19/F827									
V.														
26	Incandescent	40 watts Incandescent Lamp, B10, Candelabra Screw (E12), 370 Lumens, 2500K Bulb Color Temp	Sylvania	13456	40B10C	\$2.70	1	\$2.70	33%	\$1.81	Each		\$1.81	
Vendor submitted Equivalent	Incandescent	40 watts Incandescent Lamp, B10, Candelabra Screw (E12), 370 Lumens, 2500K Bulb Color Temp												
27	Incandescent	25 watts Incandescent Lamp, CA10, Candelabra Screw (E12), 235 Lumens, 2500K Bulb Color Temp	Sylvania	13452	25B10C	\$2.70	1	\$2.70	33%	\$1.81	Each		\$1.81	

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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
Vendor submitted Equivalent	Incandescent	25 watts Incandescent Lamp, CA10, Candelabra Screw (E12), 235 Lumens, 2500K Bulb Color Temp												
28	Incandescent	40 watts Incandescent Lamp, A15, Medium Screw (E26), 415 Lumen, 2600K Bulb Color Temp.	Sylvania	10141	40A15	\$2.80	1	\$2.80	33%	\$1.88	Each		\$1.88	
Vendor submitted Equivalent	Incandescent	40 watts Incandescent Lamp, A15, Medium Screw (E26), 415 Lumen, 2600K Bulb Color Temp.												
29	Incandescent	6.0 watts Incandescent Lamp, S6, Candelabra Screw (E12), 50 Lumen, 2700K Bulb Color Temp.	Eiko	40789	6S6/145V	\$1.40	1	\$1.40	33%	\$0.94	Each		\$0.94	
Vendor submitted Equivalent	Incandescent	6.0 watts Incandescent Lamp, S6, Candelabra Screw (E12), 50 Lumen, 2700K Bulb Color Temp.	Sylvania	16938	6S6/130V									
30	Incandescent	40 watts Incandescent Lamp, B13, Medium Screw (E26), 485 Lumen, 2800K Bulb Color Temp.	Sylvania	13367	40B13C	\$3.00	1	\$3.00	33%	\$2.01	Each		\$2.01	
Discounted Unit Price Calculation														
Bid Total Calculation														

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Pricing Page Eligible Item Description									
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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage
Vendor submitted Equivalent	Incandescent	40 watts Incandescent Lamp, B13, Medium Screw (E26), 485 Lumen, 2800K Bulb Color Temp.							
						Discounted Unit Price Calculation			
						Discounted Unit Price (Each)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
						Unit (For Calculation Purposes)			

EXHIBIT_A PRICING PAGES

CRFQ 0212 SWC2200000011
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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
VI.														
31	Halogen	250 watts Halogen Lamp, T4, Double Contact Bayonet (BA15d), 5000 Lumen, 2950K Bulb Color Temp.	GE Current	43697	Q250CL/DC(ESS)-120V	\$29.00	1	\$29.00	33%	\$19.43	Each		\$19.43	
Vendor submitted Equivalent	Halogen	250 watts Halogen Lamp, T4, Double Contact Bayonet (BA15d), 5000 Lumen, 2950K Bulb Color Temp.	Sylvania	58720	250/CL/DC									
32	Halogen	250 watts Halogen Lamp, T4, Double Contact Bayonet (BA15d), 5000 Lumen, 2950K Bulb Color Temp.	GE Current	43698	Q250CL/DC-130V	\$24.00	1	\$24.00	33%	\$16.08	Each		\$16.08	
Vendor submitted Equivalent	Halogen	250 watts Halogen Lamp, T4, Double Contact Bayonet (BA15d), 5000 Lumen, 2950K Bulb Color Temp.	Sylvania	58754	250Q/DC 130V									
VII.														
33	High Pressure Sodium	70 watts High Pressure Sodium HID, ED23-1/2, Mogul Screw (E39), 6400 Lumen, 1900K Bulb Color Temp.	GE Current	85368	LU70/H/ECO	\$27.00	1	\$27.00	65%	\$9.45	Each		\$9.45	

EXHIBIT_A PRICING PAGES

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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
Vendor submitted Equivalent	High Pressure Sodium	70 watts High Pressure Sodium HID, ED23-1/2, Mogul Screw (E39), 6400 Lumen, 1900K Bulb Color Temp.	Sylvania	67512	LU70/ECO									
34	High Pressure Sodium	1000 watts High Pressure Sodium HID, E25, Mogul Screw (E39), 130,000 Lumen, 2100K Bulb Color Temp.	GE Current	44058	LU1000/ECO	\$145.00	1	\$145.00	65%	\$50.75	Each		\$50.75	
Vendor submitted Equivalent	High Pressure Sodium	1000 watts High Pressure Sodium HID, E25, Mogul Screw (E39), 130,000 Lumen, 2100K Bulb Color Temp.	Sylvania	67307	LU1000/ECO									
35	High Pressure Sodium	150 watts High Pressure Sodium HID, ED17, Medium Screw (E26), 16,000 Lumen, 2000K Bulb Color Temp.	GE Current	13252	LU150/MED/ECO	\$27.00	1	\$27.00	65%	\$9.45	Each		\$9.45	
Vendor submitted Equivalent	High Pressure Sodium	150 watts High Pressure Sodium HID, ED17, Medium Screw (E26), 16,000 Lumen, 2000K Bulb Color Temp.	Sylvania	67508	LU150/55/MED/ECO									
36	High Pressure Sodium	400 watts High Pressure Sodium HID, ED18, Mogul Screw (E39), 51,000 Lumen, 2100K Bulb Color Temp.	GE Current	85379	LU400/H/ECO	\$27.00	1	\$27.00	65%	\$9.45	Each		\$9.45	

CRFQ 0212 SWC2200000011
(LIGHT22)

Pricing Page	Eligible Item	Description
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Product Category	Description	Manufacturer
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High Pressure Sodium	400 watts High Pressure Sodium HID, ED18, Mogul Screw (E39), 51,000 Lumen, 2100K Bulb Color Temp.
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67533

Sylvania

LU400/ECO

Discounted Unit Price Calculation

**Catalog
Price**

*Discount Percentage

Discounted
Unit Price
(Each)

Unit (For Calculation Purposes)

[illegible]Discounted
Unit Price
(Each)

Item Total Cost

EXHIBIT_A PRICING PAGES

CRFQ 0212 SWC2200000011
(LIGHT22)

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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage	Discounted Unit Price (Each)	Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost
VIII														
37	Ballast	Electronic Ballast, 32 Max. Lamp Watts, 120/277V, Instant Start, No Dimming	Philips Advance	46842	ICN-2M32-MC		1	\$0.00	33%	\$0.00	Each		N/A	
Vendor submitted Equivalent	Ballast	Electronic Ballast, 32 Max. Lamp Watts, 120/277V, Instant Start, No Dimming	Sylvania		unable to identify the "2M32"									
38	Ballast	Electronic Ballast, 32 Max. Lamp Watts, 120/277V, Instant Start, No Dimming	Philips Advance	66489	ICN-1P32-N		1	\$27.00	33%	\$18.09	Each		\$18.09	
Vendor submitted Equivalent	Ballast	Electronic Ballast, 32 Max. Lamp Watts, 120/277V, Instant Start, No Dimming	Sylvania	49941	QTP 1X32T8/UNV/ISN-SC									
39	Ballast	Electronic Ballast, 32 Max. Lamp Watts, 120/277 V, Instant Start, No Dimming	Philips Advance	ICN-4P32-N	ICN-4P32-N		1	\$32.00	33%	\$21.44	Each		\$21.44	
Bid Total Calculation														

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Vendor submitted Equivalent	Ballast	Electronic Ballast, 32 Max. Lamp Watts, 120/277 V, Instant Start, No Dimming	Sylvania	49947	QTP 4X32T8/UNV/ISN-SC									
40	Ballast	Electronic Ballast, 32 Max. Lamp Watts, 120/277V, Instant Start, No Dimming	Philips Advance	ICN-3F32-N	ICN-3P32-N	\$31.00	1	\$31.00	33%	\$20.77	Each		\$20.77	
Vendor submitted Equivalent	Ballast	Electronic Ballast, 32 Max. Lamp Watts, 120/277V, Instant Start, No Dimming	Sylvania	49945	QTP 3X32T8/UNV/ISN-SC									
41	Ballast	Electronic Ballast, 54 Max. Lamp Watts, 347/480V, Programmed	GE Current	62730	GE454PS347/480-E	\$28.00	1	\$28.00	33%	\$18.76	Each		\$18.76	
Vendor submitted Equivalent	Ballast	Electronic Ballast, 54 Max. Lamp Watts, 347/480V, Programmed	Sylvania	51841	QHE 4X54T5HO/347-480PS									
42	Ballast	CFL Ballast, 42 Max. Lamp Watts, Programmed/Rapid Ballast Start Type	Philips Advance	ICF-2S42-M2-LD-K	ICF-2S42-M2-LD-K	\$40.00	1	\$40.00	33%	\$26.80	Each		\$26.80	

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Vendor submitted Equivalent	Ballast	CFL Ballast, 42 Max. Lamp Watts, Programmed/Rapid Ballast Start Type	Sylvania	51773	QTP2X26/32/42CFL/UNV									
43	Ballast	High Pressure Sodium HID Ballast Kit, 250 Max. Lamp Watts, 120/208/240/277/480 V, Pulse Ballast Start	Philips Advance	S50	77L825L-001D	\$160.00	1	\$160.00	33%	\$107.20	Each		\$107.20	
Vendor submitted Equivalent	Ballast	High Pressure Sodium HID Ballast Kit, 250 Max. Lamp Watts, 120/208/240/277/480 V, Pulse Ballast Start	Sylvania	75728	LU250MULTISKIT									
44	Ballast	High Pressure Sodium HID Ballast Kit, 1000 Max. Lamp Watts 120/208/240/277/480V, Pulse Start	Philips Advance	S52	71A8753-001	\$325.00	1	\$325.00	33%	\$217.75	Each		\$217.75	
Vendor submitted Equivalent	Ballast	High Pressure Sodium HID Ballast Kit, 1000 Max. Lamp Watts 120/208/240/277/480V, Pulse Start	Sylvania	75730	LU1000MULTISKIT									
												Total Bid Cost		

EXHIBIT_A PRICING PAGES

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Item #	Product Category	Description	Manufacturer	Item #	Mfr. Model	Discounted Unit Price Calculation			
						Catalog Price	Units Provided for Catalog Price	Unit Price (Each)	*Discount Percentage
								Discounted Unit Price (Each)	
						Bid Total Calculation			
						Unit (For Calculation Purposes)	Yearly Estimated Unit Qty	Discounted Unit Price (Each)	Item Total Cost

List of Discount Percentages:

*Discount percentage will populate the spreadsheet Discount Percentage for each category when entered into these boxes.

	Category	DISCOUNT PERCENTAGE
I	Compact Fluorescent Lamps (CFL)	33%
II	Fluorescent Lamps	33%
III	Metal Halide Lamps	33%
IV	LED Lamps	33%
V	Incandescent	33%
VI	Halogen	33%
VII	High Pressure Sodium	65%
VIII	Ballast	33%

Vendors should complete the contract coordinator Information below:

VENDOR NAME:	
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EXHIBIT_A PRICING PAGES

CRFQ 0212 SWC2200000011
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CONTRACT MANAGER:														
PHONE:														
EMAIL:														
DATE:														

Category	PART NUMBER	Description	LIST	NET
Ballast	ADVCF2S13H1LDK	BALLAST ELECTRONIC CFL;13W 4 PIN 120/277V	\$33.81	\$22.65
Ballast	ADVCF2S18H1LDK	BALLAST ELECTRONIC CFL;18W 4 PIN 120/277V	\$33.81	\$22.65
Ballast	ADVCF2S26H1LDK	BALLAST ELECTRONIC CFL;26W 4 PIN 120/277V	\$33.81	\$22.65
Ballast	ADVCF2S42M2LDK	BALLAST ELECTRONIC CFL;42W 4 PIN 120/277V	\$39.46	\$26.44
Ballast	ADVICN1P32N35I	(1)F32T8 ELEC BAL;	\$20.12	\$13.48
Ballast	ADVICN2P32N35I	(2)F32T8 BLST;	\$20.12	\$13.48
Ballast	ADVICN2P60N35I	120-277V ELEC BLST;FOR 1-2 F72T1 OR F96T12	\$34.79	\$23.31
Ballast	ADVICN2S110SC35I	ELEC BALL 1-2LAMP;120/277	\$58.89	\$39.45
Ballast	ADVICN2S28N35I	(2)F28T5 ELEC BLST;	\$50.87	\$34.08
Ballast	ADVICN2S28T35I	BALLAST ELECTRONIC 1/2;LAMP 14-35W T5 120/277V	\$50.87	\$34.08
Ballast	ADVICN2S40N35I	T12 120-277V BLST;	\$26.79	\$17.95
Ballast	ADVICN2S5490CN35M	54W 120-277V BAL;	\$49.53	\$33.19
Ballast	ADVICN2S54T35M	36-55W 120/277V T5HO;2LMP BLST	\$52.88	\$35.43
Ballast	ADVICN2S86SC35I	BALLAST ELECT 1-2LAMP;44-86W T8HO 120/277V	\$88.32	\$59.17
Ballast	ADVICN2TTP40SC35I	(2)40W ELEC BLST;	\$45.51	\$30.49
Ballast	ADVICN3P32N35I	120-277V ELTRN BLST;	\$22.77	\$15.25
Ballast	ADVICN4P32N35I	120-277V ELTRN BLST;	\$25.43	\$17.04
Ballast	ADVICN4S5490C2LSG35I	BALLAST ELECT 1-4LAMP 36;-55W T5HO/T8 120/277V	\$93.67	\$62.76
Ballast	ADVIO2P59N35I	51W BALLAST;	\$44.18	\$29.60
Ballast	ADVRELB2S40N35I	ELE BALLAST (2) F40T12;120V	\$25.19	\$16.88
Ballast	ADV71A5390001D	BALLAST KIT METAL HALIDE;W/CAP 100W QUAD TAP	\$162.73	\$109.03
Ballast	ADV71A5492001D	BALLAST KIT METAL HALIDE;W/CAP 150W QUAD TAP	\$142.81	\$95.68
Ballast	ADV71A5570001D	BALLAST KIT METAL HALIDE;W/CAP 175/150W QUAD TAP	\$126.79	\$84.95
Ballast	ADV71A5770001D	BALLAST KIT METAL HALIDE;W/CAP 250W QUAD TAP	\$147.22	\$98.64
Ballast	ADV71A5892001D	BALLAST KIT METAL HALIDE;W/CAP 320W QUAD TAP	\$178.99	\$119.92
Ballast	ADV71A6051001D	400W MH 5TAP BAL KIT;	\$161.69	\$108.33
Ballast	ADV71A6071001D	BALLAST KIT METAL HALIDE;W/CAP 400W QUAD TAP	\$147.22	\$98.64
Ballast	ADV71A6552001	1000W MH 5TAP BAL KIT;	\$282.95	\$189.57
Ballast	ADV71A6572001	BALLAST KIT METAL HALIDE;W/CAP 1000W QUAD TAP	\$263.46	\$176.52
Ballast	ADV71A6772001	BALLAST KIT METAL HALIDE;W/CAP 1500W QUAD TAP	\$395.22	\$264.80
Ballast	ADV71A7971001D	BALLAST KIT HI PRESS SOD;W/CAP 70W QUAD TAP	\$116.24	\$77.88
Ballast	ADV71A8071001D	BALLAST KIT HI PRESS SOD;W/CAP 100W QUAD TAP	\$117.31	\$78.60
Ballast	ADV71A8172001D	BALLAST KIT HI PRESS SOD;W/CAP 150W QUAD TAP	\$158.87	\$106.44

Ballast	ADV71A8453001D	BALLAST KIT HI PRESS SOD;W/CAP 400W FIVE TAP	\$213.13	\$142.80
Ballast	ADV71A8753001	BALLAST KIT HI PRESS SOD;W/CAP 1000W FIVE TAP	\$381.05	\$255.31
Ballast	ADVISB021612EI	ELECTRONIC SIGN BALST;1-2 T12HO 2-16' 120-277V	\$72.28	\$48.43
Ballast	ADVISB043214EI	ELECTRONIC SIGN BALST;1-4 T12HO 4-32' 120-277V	\$128.90	\$86.36
Ballast	ADVISB084846EI	ELECTRONIC SIGN BALST;4-6 T12HO 8-48' 120-277V	\$136.00	\$91.12
Ballast	ADVISB104014EI	ELECTRONIC SIGN BALST;1-4 T12HO 10-40' 120-277V	\$170.91	\$114.51
CFL	SYLCF13ELSPIRAL841	13W CFL LAMP;	\$6.08	\$4.08
Fluorescent Lamps	SYLCF13DD/E/835/ECO	20671 CMPCT FLRLMP~;;	\$7.89	\$5.28
Fluorescent Lamps	SYLCF13DD/E/841/ECO	20667 CMPCT FLRLMP~;;	\$7.89	\$5.28
Fluorescent Lamps	SYLCF13DS/827/ECO/BL/1	20491 13W CFL LMP;	\$4.06	\$2.72
Fluorescent Lamps	SYLCF13DS/841/ECO/BL/1	20403 13W CF LAMP~;;	\$4.54	\$3.04
Fluorescent Lamps	SYLCF18DD/E/841/ECO	20668 CMPCT FLRLMP~;;	\$8.13	\$5.45
Fluorescent Lamps	SYLCF18DT/E/IN/835/ECO	20877 FLUOR LMP~;;	\$9.23	\$6.18
Fluorescent Lamps	SYLCF26DD/827/ECO	21113 2700K CFL LMP~;;	\$11.66	\$7.81
Fluorescent Lamps	SYLCF26DD/835/ECO	21114 3500K CFL LMP~;;	\$13.58	\$9.10
Fluorescent Lamps	SYLCF26DD/841/ECO	21115 26W LMP~;;	\$12.53	\$8.39
Fluorescent Lamps	SYLCF26DD/E/827/ECO	CMPCT FLRLMP;	\$8.13	\$5.45
Fluorescent Lamps	SYLCF26DD/E/830/ECO	20722 CMPCT FLRLMP~;;	\$8.13	\$5.45
Fluorescent Lamps	SYLCF26DD/E/835/ECO	20673 CMPCT FLRLMP~;;	\$8.13	\$5.45
Fluorescent Lamps	SYLCF26DD/E/841/ECO	20669 CMPCT FLRLMP~;;	\$8.13	\$5.45
Fluorescent Lamps	SYLCF26DT/E/IN/835/ECO	20881 FLUOR LAMP~;;	\$9.23	\$6.18
Fluorescent Lamps	SYLCF26DT/E/IN/841/ECO	20882 FLUOR LMP~;;	\$9.23	\$6.18
Fluorescent Lamps	SYLCF32DT/E/IN/835/ECO	20885 FLUOR LMP~;;	\$9.23	\$6.18
Fluorescent Lamps	SYLCF32DT/E/IN/841/ECO	20886 FLUOR LMP~;;	\$9.23	\$6.18
Fluorescent Lamps	SYLCF42DT/E/IN/835/ECO	20871 FLUOR LMP~;;	\$10.06	\$6.74
Fluorescent Lamps	SYLCF42DT/E/IN/841/ECO	20890 FLUOR LMP~;;	\$10.06	\$6.74
Fluorescent Lamps	SYLCF5DS/827/ECO/BL/1	5W CFL LMP;	\$2.75	\$1.84
Fluorescent Lamps	SYLCF7DS/827/ECO	21277 2700K CFL LMP~;;	\$7.80	\$5.22
Fluorescent Lamps	SYLCF7DS/827/ECO/BL/1	20478 7W CFL LMP~;;	\$3.64	\$2.44
Fluorescent Lamps	SYLCF7DS/841/ECO	21274 7W LMP~;;	\$6.56	\$4.40
Fluorescent Lamps	SYLCF9DS/827/ECO	21272 2700K CFL LMP~;;	\$7.80	\$5.22
Fluorescent Lamps	SYLCF9DS/841/ECO	21270 4100K CFL LMP~;;	\$4.37	\$2.93
Fluorescent Lamps	SYLF13T5/CW-25/CS	21368 13W 4200K LAMP~;;	\$18.09	\$12.12
Fluorescent Lamps	SYLF15T12/CW	21532 18IN PH FLR LMP~;;	\$11.44	\$7.67

Fluorescent Lamps	SYLF15T8/CW	21616 18IN PREHT FLR LMP~;	\$8.20	\$5.49
Fluorescent Lamps	SYLF20T12/CW	22078 24IN PH FLR LMP~;;22078	\$4.82	\$3.23
Fluorescent Lamps	SYLF20T12/D	22083 24IN PH FLR LMP~;	\$6.11	\$4.09
Fluorescent Lamps	SYLF30T12/CW/RS	23476 23476 36IN RS LAMP~;	\$5.76	\$3.86
Fluorescent Lamps	SYLF30T8/CW	23116 36IN PREHT FLUOR L;AMP~;	\$10.55	\$7.07
Fluorescent Lamps	SYLF36T12/CW/HO	25333 45W 800MA LAMP~;;	\$18.92	\$12.68
Fluorescent Lamps	SYLF40CWX	24441 48IN RS/PH FLUORLA;MP~;	\$5.89	\$3.95
Fluorescent Lamps	SYLF42T12/D/HO	25343 800MA LAMP~;;	\$30.50	\$20.44
Fluorescent Lamps	SYLF48T12/CW	24830 425MA FLUOR LAMP~;;4200K 60 CRI	\$20.62	\$13.81
Fluorescent Lamps	SYLF48T12/CW/HO/ECO	25122 FLUOR LAMP~;;	\$13.57	\$9.09
Fluorescent Lamps	SYLF48T12/D/HO	25150 60W 800MA LAMP~;;6500K 76 CRI	\$17.74	\$11.89
Fluorescent Lamps	SYLF60T12/CW/HO	22513 800MA LAMP~;;WATT 4200K 60 CRI	\$20.60	\$13.80
Fluorescent Lamps	SYLF64T12/CW	27650 425MA LAMP~;;	\$32.65	\$21.87
Fluorescent Lamps	SYLF64T12/D/HO	22515 76W 800MA LAMP~;;	\$24.87	\$16.66
Fluorescent Lamps	SYLF6T5/CW-25/CS	21365 MINIATURE FLU LMP~;;25/CASE	\$8.45	\$5.66
Fluorescent Lamps	SYLF72T12/CW	27256 425MA LAMP~;;55 WATT 4200K 60 CRI	\$7.72	\$5.17
Fluorescent Lamps	SYLF72T12/CW/HO/ECO	25171 FLUOR LAMP~;;	\$13.89	\$9.31
Fluorescent Lamps	SYLF72T12/D/HO	25189 800MA LAMP~;;DAYLIGHT 6500K 76 CRI	\$36.84	\$24.68
Fluorescent Lamps	SYLF84T12/CW/HO	25384 800MA LAMP~;;WATT 4200K 60 CRI	\$27.86	\$18.67
Fluorescent Lamps	SYLF84T12/D/HO	25385 95W 800MA LAMP~;;100 WATT 6500K CRI 76	\$34.04	\$22.81
Fluorescent Lamps	SYLF8T5/CW-	21366 8W 4200K FLU LAMP~;;	\$5.96	\$3.99
Fluorescent Lamps	SYLF96T12/CW/HO/CT/ECO	25129 153V LAMP~;;	\$12.51	\$8.38
Fluorescent Lamps	SYLF96T12/CWX	29478 75W425MA FLUOR LMP~;;	\$11.58	\$7.76
Fluorescent Lamps	SYLF96T12/D/HO/COLD	25135 FLRLAMP~;;6500K 76 CRI	\$9.96	\$6.67
Fluorescent Lamps	SYLFB40/CWX/6	24004 U BENT RS/PH FLR L;MP~;	\$26.67	\$17.87
Fluorescent Lamps	SYLFB031/835	21878 U BENT OCTRON FLRL;AMP~;	\$22.66	\$15.18
Fluorescent Lamps	SYLFB032/741/6/ECO	22052 BNT OCTRN FL LP~;;22052	\$12.96	\$8.68
Fluorescent Lamps	SYLFB032/835/6/ECO	21670 FLUOR LAMP~;;	\$15.70	\$10.52
Fluorescent Lamps	SYLFB032/841/6/ECO	21671 FLUOR LAMP~;;16 PER BOX	\$15.70	\$10.52
Fluorescent Lamps	SYLFB032/850XPS/6/ECO	22168 U SHP FLRLMP~;;	\$20.78	\$13.92
Fluorescent Lamps	SYLFO17/835/XP/ECO	21778 OCT FLUOR LAMP~;;	\$7.48	\$5.01
Fluorescent Lamps	SYLFO17/841/ECO	22137 FLUOR LAMP~;;22137	\$6.35	\$4.25
Fluorescent Lamps	SYLFO25/841/ECO	22140 FLUOR LAMP~;;1975 LUMEN	\$7.00	\$4.69
Fluorescent Lamps	SYLFO28/835/XP/SS/ECO	22178 FLUOR LAMP~;;	\$6.64	\$4.45

Fluorescent Lamps	SYLFO28/841/XP/SS/ECO	22179 FLUOR LAMP~;	\$6.64	\$4.45
Fluorescent Lamps	SYLFO28/850XP/SS/ECO	22184 FLRLMP~;	\$7.33	\$4.91
Fluorescent Lamps	SYLFO32/830/ECO	21777 OCTRON FLUOR LAMP~;	\$4.41	\$2.95
Fluorescent Lamps	SYLFO96/841/ECO	22149 FLUOR LAMP~;;4100K CRI 82	\$14.69	\$9.85
Fluorescent Lamps	SYLFO96/841/HO/ECO	22207 FLUOR LAMP~;;4100K CRI 85	\$20.82	\$13.95
Fluorescent Lamps	SYLFO96/841/XP/ECO	22032 FLUOR LAMP~;	\$21.77	\$14.58
Fluorescent Lamps	SYLFO96/850/ECO	22173 FLUOR LAMP~;;5000K CRI 80	\$22.55	\$15.11
Fluorescent Lamps	SYLFP14/835/ECO	20908 FLUOR LAMP~;	\$9.65	\$6.47
Fluorescent Lamps	SYLFP14/841/ECO	20914 FLUOR LAMP~;	\$9.65	\$6.47
Fluorescent Lamps	SYLFP21/841/ECO	20924 FLUOR LAMP~;	\$9.65	\$6.47
Fluorescent Lamps	SYLFP28/835/ECO	20901 FLUOR LAMP~;	\$10.20	\$6.83
Fluorescent Lamps	SYLFP28/841/ECO	20902 FLUOR LAMP~;	\$10.20	\$6.83
Fluorescent Lamps	SYLFP54/51W/841/HO/SS/EC	20964 FLR LAMP~;	\$15.65	\$10.48
Fluorescent Lamps	SYLFP54/841/HO/ECO	20906 FLUOR LAMP~;;40 PER BOX	\$6.04	\$4.04
Fluorescent Lamps	SYLFP54/850/HO/ECO	20949 FLUOR LAMP~;;40 PER BOX	\$6.03	\$4.04
Fluorescent Lamps	SYLFS-2	42938 FLUOR STARTER;	\$3.58	\$2.40
Fluorescent Lamps	SYLFS-5	45811 FLUOR STARTER;	\$3.18	\$2.13
Fluorescent Lamps	SYLFT36DL/835/ECO	20582 TWIN FLUOR LAMP~;	\$12.34	\$8.27
Fluorescent Lamps	SYLFT40DL/835/RS/ECO	20585 TWIN FLRLMP~;	\$13.44	\$9.00
Fluorescent Lamps	SYLFT40DL/841/RS/ECO	20586 TWIN FLRLMP~;	\$13.44	\$9.00
Fluorescent Lamps	SYLFT55DL/835/ECO	20591 TWIN FLRLMP~;	\$30.77	\$20.62
Fluorescent Lamps	SYLFO32V35ECO	22437 32W CLF LMP~;;3500K 4 FOOT	\$3.52	\$2.36
Fluorescent Lamps	SYLFO32V41ECO	22438 32W CLF LMP~;;4100K 4 FOOT	\$3.52	\$2.36
Fluorescent Lamps	SYLFO32V50ECO	22439 32W CLF LMP~;;5000K 4 FOOT	\$3.52	\$2.36
HALOGEN	SYL300T3Q/CLEHM-120V	QTZ LAMP;	\$10.12	\$6.78
HALOGEN	SYL43A19/SS/HAL/SW/2-120	19009 43A/HAL/SSW/2-120V~;	\$4.32	\$2.89
HALOGEN	SYL72A17/HAL/SS/CL120V	52551 72W HAL LMP~;	\$4.75	\$3.19
HPS	SYLLU100/ECO	67514 ED23-1/2 MOG HPS L;AMP~;	\$37.32	\$13.06
HPS	SYLLU100/MED	67506 B17MED HPS LAMP~;;MEDIUM BASE	\$55.75	\$19.51
HPS	SYLLU100/PLUS/ECO	67559 LUMALUX LAMP~;	\$110.19	\$38.57
HPS	SYLLU1000	67307 E25 MOG HPS LAMP~;	\$122.08	\$42.73
HPS	SYLLU150/55/ECO	67516 ED23-1/2 HPS LAMP~;;ED 39 MOGUL	\$45.92	\$16.07
HPS	SYLLU150/55/MED	67508 B17MED HPS LAMP~;;MEDIUM BASE	\$55.77	\$19.52
HPS	SYLLU250/ECO	67578 CLR E18MOG HPS LAM;P~;	\$42.25	\$14.79

HPS	SYLLU400/ECO	67533 CLR E18MOG HPS LAM;p~;	\$45.57	\$15.95
HPS	SYLLU400/PLUS/ECO	67312 LUMALUX LAMP~;	\$137.26	\$48.04
HPS	SYLLU50/MED	67502 CLR B17MED HPS LAM;p~;	\$55.96	\$19.59
HPS	SYLLU70/MED	67504 CLR B17MED HPS LAM;p~;	\$55.96	\$19.58
Incandescent	SYL116A21/TS/8M-130V	12817 TRAF SIG LAMP~;	\$8.72	\$5.84
Incandescent	SYL15B10C/BL/2PK-120V	13448 LAMP~;	\$3.85	\$2.58
Incandescent	SYL15T6-120V	18037 CLR T6 CAND LAMP~;	\$4.24	\$2.84
Incandescent	SYL20T6.5/IF-120V	18143 INTER LAMP~;	\$4.03	\$2.70
Incandescent	SYL250BR40/1-120V	14664 HEAT LAMP~;	\$19.44	\$13.03
Incandescent	SYL25B10C/BL/2PK-120V	13452 LAMP~;CLEAR	\$2.49	\$1.67
Incandescent	SYL25T6.5/BL/6PK-120V	18495 CLR LAMP~;	\$8.13	\$5.44
Incandescent	SYL25T8N/BL-120V	18365 INTER LAMP-BP~;	\$9.49	\$6.36
Incandescent	SYL300M/CL-120V	15742 CLR PS30 MED LAMP~;	\$12.88	\$8.63
Incandescent	SYL40A15/2PK/RP-120V	10141 MED LAMP;	\$2.79	\$1.87
Incandescent	SYL40A15/SL-120V	10082 MED LAMP~;	\$8.01	\$5.37
Incandescent	SYL40B10/BL/2PK-120V	13440 LAMP~;CLEAR	\$3.85	\$2.58
Incandescent	SYL40B10C/BL/2PK-120V	40 WATT CANDELABRA BASE;CLEAR	\$2.27	\$1.52
Incandescent	SYL40F/AIC/BL/2PK-120V	13986 MED LAMP~;	\$2.89	\$1.94
Incandescent	SYL40G16.5C/W/BL-120V	13667 LAMP~;	\$3.20	\$2.15
Incandescent	SYL40G25/RP-120V	14283 G25 MED LAMP~;	\$3.55	\$2.38
Incandescent	SYL45R20/130V	15699 R20 REFL LAMP~;	\$3.70	\$2.48
Incandescent	SYL50/150A21/W/RP-120V	18060 3WY LAMP~;	\$5.85	\$3.92
Incandescent	SYL60B10C/BL/2PK-120V	13460 LAMP~;CLEAR	\$2.49	\$1.67
Incandescent	SYL65BR30/FL-120V	15165 LAMP;	\$2.21	\$1.48
Incandescent	SYL65BR30/FL-130V	13129 65 W BR30 130V FLD;LAMP	\$7.82	\$5.24
Incandescent	SYL6S6/CL-130V	16938 CLR S6 CAND LAMP;	\$3.79	\$2.54
Incandescent	SYL72A/HAL/SSW/2-120V	19010 72A/HAL/SSW/2-120V~;	\$4.32	\$2.89
Incandescent	SYLF40/DX	24477 RS DAYLIGHT LAMP~;88 CRI 2180 LUMENS	\$5.80	\$3.88
Incandescent	SYLF96T12/DX	29500 FLUOR LAMP~;6500K 88 CRI	\$8.58	\$5.75
Incandescent	SYLLU150/55/PLUS/ECO	67494 LAMP~;	\$64.53	\$43.24
LED	SATS29838	9.5A19/OMNI/220/LED/40K;	\$5.23	\$3.50
LED	SATS3241	7W CAND 120V CLR INCN LM;	\$0.64	\$0.43
LED	SATS3794	7W S11 MED 120V CLR LMP;	\$1.02	\$0.68
LED	SATS3811	40W A15 130V FRSTD BLB;	\$0.79	\$0.53

LED	SATS3815	25W A15 130V FRSTD BLB;	\$0.82	\$0.55
LED	SATS39915	14W 4FT T8 BP LAMP 4000K;1800 LUMEN SE/DE WIRING	\$6.13	\$4.11
LED	SATS39916	14W 4FT T8 BP LAMP 5000K;1800 LUMEN SE/DE WIRING	\$6.13	\$4.11
LED	SATS4162	60A15 CLR E12 NI PLTD LM;BASE	\$1.12	\$0.75
LED	SATS4163	60A15 FRST E12 NI PLT LM;BASE	\$1.12	\$0.75
LED	SATS4552	7W 4PK LANDSCAPE LAMP;	\$4.44	\$2.98
LED	SATS39752	60W/LED/MB-G3/5000K;ADJ BEAM ANGLE 100-277V	\$110.58	\$74.09
LED	SATS3629	40S11N115/125 HI-INT BUL;	\$0.99	\$0.67
LED	SATS3917	40T8N INT 130V SPEC BULB;	\$2.17	\$1.45
LED	SATS6990	X10T3-F 10W 12V MINI LMP;	\$3.04	\$2.04
LED	SATS6998	10RLX-F 10W 12V MINI LMP;	\$3.83	\$2.57
LED	SATS11279	10WLED/DW/4" RGB/TW/RD;/T20/SF TUNABLE DWNLT	\$27.76	\$18.60
LED	SATS12414	8A19/CL/LED/E26/927/120V;8W LED A19 CLR MED BASE	\$6.05	\$4.05
LED	SATS12415	8W LED A19 CLEAR 3000K;MED BASE 90CRI 120V	\$6.05	\$4.05
LED	SATS13102	25W 277V LED LAMP;	\$40.89	\$27.40
LED	SATS13118	60W LED UTILITY LAMP;4000K MED BASE ADJ BEAM	\$42.94	\$28.77
LED	SATS28786	15.5W 120V LED LAMP;	\$6.05	\$4.05
LED	SATS28790	15.5W 120V LED LAMP;	\$23.96	\$16.05
LED	SATS29589	9.5A19/LED/3000K/120V/4;NON-DIM	\$9.61	\$6.44
LED	SATS29595	9.5A19/LED/850/ND/120V;9.5 WATT A19 NON DIM	\$3.59	\$2.40
LED	SATS29699	9.8W 120V LED LAMP;	\$7.17	\$4.81
LED	SATS29805	15W 120V LED LAMP;	\$9.22	\$6.18
LED	SATS29816	15W 120V LED LAMP;	\$8.10	\$5.42
LED	SATS29830	6W 120V LED LAMP;	\$4.20	\$2.82
LED	SATS29834	6W 120V LED LAMP;	\$3.67	\$2.46
LED	SATS29835	9.8W 120V LED LAMP;	\$5.23	\$3.50
LED	SATS29836	9.8A19/PMNI/220/LED;3000K MED BASE	\$4.28	\$2.87
LED	SATS29839	9.8W 120V LED LAMP;	\$4.28	\$2.87
LED	SATS29840	9.8A19/OMNI/220/LED/27K;GU24 Dimmable	\$4.20	\$2.82
LED	SATS29842	9.8W 120V LED LAMP;	\$4.20	\$2.82
LED	SATS29875	5W LED A19 CLR 2700K;MED BASE A19 LAMP	\$7.17	\$4.81
LED	SATS29890	3.5W LED LAMP;	\$6.05	\$4.05
LED	SATS29922	3.5W CTC/LED/27K/CL/120V;	\$6.05	\$4.05
LED	SATS39597	9.5A19/LED/850/ND/120V;4PK	\$9.61	\$6.44

LED	SATS49936	11W 4' LED T8 4000K;BLST DEPEND LAMP	\$8.10	\$5.42
LED	SATS8533	9W LED PL 2PIN 40K G24d;HOR 1000 LUM 120DEG BEAM	\$13.32	\$8.93
LED	SATS8543	5/15/21 A21 3-WAY LED;30K NON DIMMABLE	\$14.86	\$9.96
LED	SATS8738	20W 277V LED LAMP;	\$36.79	\$24.65
LED	SATS9031	5.5A15/LED/3000K/120V;	\$5.64	\$3.78
LED	SATS9317	3/9/12A19/3WAY LED/3000K;/120V	\$12.61	\$8.45
LED	SATS9590	6A19/LED/2700K/120V;	\$2.64	\$1.77
LED	SATS9592	6A19/LED/5000K/120V;	\$2.97	\$1.99
LED	SATS9594	9.5A19/LED/3000K/120V;ASE 3000K 120V NON DIM	\$3.05	\$2.05
LED	SATS9631	6.5R20/LED/3000K/525L/12;0V	\$6.05	\$4.05
LED	SATS9895	6.5W LED LAMP;	\$9.22	\$6.18
LED	SATS9961	5.5W LED CLR E12 3000K;	\$6.66	\$4.46
LED	SATS9963	5.5W 120V LED LAMP;	\$7.07	\$4.74
LED	SYLLED8.5A19F82710VVRP	73885 8.5W LMP 800 LUMEN;= TO 60W ENCLOSED RATED	\$3.86	\$2.59
LED	SYLLED8.5A19F82710VVRP2	73886 8.5W LED 800 LUMEN;= TO 60W ENCLOSED RATED	\$4.14	\$2.78
LED	SYLLED9A19YELLOW	74716 10YVBL LED A19 9W;E26 YELLOW 120V LAMP	\$5.55	\$3.72
LED	SATS11385	8W/CTC/LED/930/120V/E12;CLR CAN BASE C11 LED LMP	\$9.85	\$6.60
LED	SATS29871	4W LED LAMP;	\$6.25	\$4.19
LED	SATS29925	40W HO 8' T8 5000K 120;/277V 5500 LUMEN 1IN DIA	\$37.71	\$25.27
LED	SATS8851	6.5W 120V LED LAMP;	\$10.15	\$6.80
LED	SATS8952	4.5CTC/LED/3000K/E12/120;V	\$8.10	\$5.42
LED	SATS9201	6G25/LED/3000K/450L/120;/D	\$10.45	\$7.00
LED	SATS9893	4.5W LED LAMP;	\$8.92	\$5.97
LED	SATS22251	33W PAR38 High LM LED;3000K PAR38 FLOOD	\$28.59	\$19.16
LED	SATS29401	LED 6.5W PAR20 3000K;25 DEG MED BSE 120V	\$6.05	\$4.05
LED	SATS29406	6.5W PAR20 LED 3000K 40';BEAM MED BASE 120V	\$6.05	\$4.05
LED	SATS29426	12.5W PAR30LN LED;3000K 25 DEG	\$10.15	\$6.80
LED	SATS29431	12.5 PAR30/LN/LED/40';/930/120V	\$10.15	\$6.80
LED	SATS29446	15PAR38/LED/40'/930/120V;	\$14.25	\$9.54
LED	SATS29451	15PAR38/LED/60'/930/120V;LED 15W PAR 38 60' 3000K	\$14.25	\$9.54
LED	SATS9411	13PAR30/SN/LED/25'/3000K;/120V	\$9.85	\$6.60
LED	SATS9416	13PAR30/SN/LED/40'/3000K;/120V	\$9.85	\$6.60
LED	SATS29455	17.5 PAR38 LED 3000K;40DEG MED BASE 120V	\$16.30	\$10.92
LED	SATS9383	6.5MR16/LED/40'/30K/120V;/GU10	\$10.15	\$6.80

LED	SATS9496	6.5MR16/LED/40'/30K/12V;	\$10.15	\$6.80
LED	SATS9620	9.5BR30/LED/2700K/750L/1;20V/D	\$7.36	\$4.93
LED	SATS9621	9.5BR30/LED/3000K/750L/1;20V/D	\$7.36	\$4.93
LED	SATS9622	9.5BR30/LED/4000K/750L/1;20V/D	\$7.36	\$4.93
LED	SATS9630	6.5R20/LED/2700K/525L/12;0V	\$6.05	\$4.05
LED	SATS11972	13T8U6/LED/22.5-840/DUAL;13 WATT T8 U-BEND DUAL	\$24.49	\$16.41
LED	SATS11973	13T8U/LED/22.5-850/DUAL;	\$24.49	\$16.41
LED	SATS29918	40T8/LED/96-840/BP/FA8;120/277V 5500LUM SGL PIN	\$27.68	\$18.55
LED	SATS29919	43T8/LED/96/5000K 120;/277V 5500 LUMEN 1 IN DIA	\$30.35	\$20.33
LED	SATS29924	40T8/LED/96-840/BP/R17D;REC DBL CONTACT HO/VHO	\$27.68	\$18.55
LED	SATS39718	25T8/LED/46-840/BP/HO/SE;-DE	\$18.35	\$12.29
LED	SATS39902	9T8/LED/24-840/BP;	\$11.27	\$7.55
LED	SATS49992	10T8/LED/36-840/DR;10W 3' LED T8 4000K DR	\$12.20	\$8.17
LED	SATS9951	23W LED LAMP;	\$16.30	\$10.92
LED	SATS9996	11.5W LED LAMP;	\$22.44	\$15.04
LED	SYLLED9PBGX24QH841G2	75037 75037 9W LED 4-PIN;LAMP~;BALLAST COMP	\$21.56	\$14.45
LED	SATS29852	9W LED LAMP;	\$15.37	\$10.30
LED	SATS29860	9W LED LAMP;	\$17.81	\$11.93
LED	SATS11421	LED 8W A19 DUSK TO DAWN;2700K MED BASE 120V	\$8.10	\$5.42
LED	SATS11428	6.5 A19/DUSK/DAWN CL/27K;CLR DSK TO DWN LED LAMP	\$8.10	\$5.42
LED	SATS13113	80W LED HID REPLACEMENT;5000K MOGUL 120-277V	\$85.06	\$56.99
LED	SATS13114	130W HIGH BAY LED BP;MOGUL LED LAMP	\$128.11	\$85.83
LED	SATS13115	130W LED HID-HB-5K;120-277 MOGUL BASE	\$128.11	\$85.83
LED	SATS13133	30W LED HID REPLMT ED23;5000K MED BASE BYPASS	\$40.90	\$27.40
LED	SATS13134	36W LED HID REPLMT ED28;5000K MOG BASE BYPASS	\$51.14	\$34.27
LED	SATS13146	30W/LED/UTL/MED BS/5000K;30W LED UTILITY LAP	\$23.78	\$15.93
LED	SATS28788	15.5W A19 LED 5K;1600 LUMENS NON DIM	\$6.05	\$4.05
LED	SATS28938	110W LED HID SB 5K EX39;LED HI-LUM SHOE BOX LAMP	\$225.37	\$151.00
LED	SATS39390	18W/LED/HID/5K/100-277V;70W HID REPLACEMENT	\$34.09	\$22.84
LED	SATS39391	22W/LED/HID/5000K;100W HID REPLACEMENT	\$41.55	\$27.84
LED	SATS39393	45W/LED/HID/5K/100-277V/EX 39 NON-DIMMABLE	\$71.64	\$48.00
LED	SATS39394	54W/LED/HID/5K;100-277V/EX39	\$75.74	\$50.74
LED	SATS39395	80W/LED/HID/5000K/;100-277V/EX39 NON-DIM	\$120.18	\$80.52
LED	SATS39396	100W/LED/HID/5000K/;100-277V/EX39	\$139.55	\$93.50

LED	SATS39397	120W/LED/HID/5000K-277V;/EX39	\$156.05	\$104.55
LED	SATS39719	25T5/LED/46-850/BP/HO;SE/DE	\$18.35	\$12.29
LED	SATS39750	30W/LED/HID/MB/5000K ADJ;100-277V 4200LM 80CRI E2	\$79.84	\$53.49
LED	SATS49392	36W LED HID 5000K 100;277	\$51.74	\$34.67
LED	SATS8930	40W LED LAMP;	\$98.29	\$65.85
LED	SATS9156	0.5W C7/CL/LED/120V/CD;	\$5.43	\$3.64
LED	SATS9806	5W/LED/FLAME BULB;120V	\$18.81	\$12.60
LED	SATS3171	10T3 BI-PIN 12V HAL LMP;HALOGEN CLEAR	\$1.64	\$1.10
LED	SATS7335	40W 4100K T4 SPRL HAL LM;	\$16.50	\$11.06
LED	JNO4BEMWSWW590CRIM6	4" BAFFLED LED TRIM SWIT;27K/30K/35K/40K/50K	\$18.71	\$12.53
LED	JNO65BEMWSWW590CRIM6	6" BAFFLED LED TRIM SWIT;27K/30K/35K/40K/50K	\$18.71	\$12.53
LED	JNOWF4SWWW590CRIMWM6	4" WAFFER 5CCT SWITCHABL;27K 30K 35K 40K 50K 90CR	\$20.20	\$13.53
LED	JNOWF6SWWW590CRIMWM6	6" WAFFER 5CCT SWITCHABLE;27K 30K 35K 40K 50K 90CR	\$21.19	\$14.20
LED	SATTP154	WHT LIVE END CORD KIT;	\$13.60	\$9.12
LED	JNOWF8SWWW590CRIMW6	8 LED WAFER 120V ADJ 19W;2700,3000K,3500K,5000K	\$56.62	\$37.93
LED	SATS11280	12W LED REC 6" DWNLT;RGB ADJ STARFISH 850LM	\$37.71	\$25.27
LED	SATS11286	10W LED REC 5-6 " DWNLT;RGB ADJ STARFISH 800LM	\$41.69	\$27.93
LED	Z-LMRK2220-CSL-PLUS-RP	2PC 2' RETRO 35K,40K,50K;20W/8,10,14,16,18,20,22	\$67.56	\$45.27
LED	Z-LMRK2440-CSK-PLUS-RP	2PC 4' RETRO 35K,40K,50K;40W/24,28,30,34,38,40,42	\$95.52	\$64.00
LED	SVLSHOP120428404FTG2	61451 48" 4000 LUMEN;SHOP LIGHT LED	\$43.68	\$29.26
LED	SATS8020	24' RESI LED STRING LGHT;W/12 LED LAMPS W/PLUG	\$57.61	\$38.60
MH	SYLM1000/PS/U/BT37	64351 HALIDE LAMP;;	\$92.19	\$61.77
MH	SYLM1000/U	64468 CLR BT56MOG MH LAM;p~;	\$61.38	\$41.13
MH	SYLM1000/U/BT37	64469 HID LAMP~;;64469	\$69.00	\$46.23
MH	SYLM150/U/MED	64785 150W UNIV MH LAMP~;;64785	\$59.37	\$39.77
MH	SYLM1500/BU-HOR	CLR BT56MOG MH LMP;64431	\$72.20	\$48.38
MH	SYLM175/U/MED	64479 HID LAMP~;;MEDIUM BASE CLEAR 4000K	\$33.90	\$22.72
MH	SYLM70/U/MED	70W MH LAMP;	\$52.38	\$35.09
MH	SYLMCP100/U/MED/940-PB	64322 100W LAMP~;;	\$70.82	\$47.45
MH	SYLMCP150/U/MED/830-PB	64741 HID LAMP~;;	\$58.46	\$39.17
MH	SYLMP350/400/C/PS/BU-ONL	64770 HID LAMP~;;	\$97.92	\$65.60
MH	SYLMP400/BU-ONLY	64705 LAMP~;;	\$65.70	\$44.02
MH	SYLM100/U/MED	64818 100W MED MH LAMP~;;	\$52.38	\$35.10
MH	SYLM175/PS/U/ED28	64043 175W LMP~;;	\$49.39	\$33.09

MH	SYLM175/U/ED28	64030 175W LMP~;;CLEAR MOGUL 4200K	\$33.50	\$22.45
MH	SYLM250/C/U/ED28	250W LMP;	\$44.51	\$29.82
MH	SYLM250/PS/U/ED28	64046 250W MH PULSE;START CLEAR ED28	\$55.96	\$37.49
MH	SYLM250/U/ED28	64032 250W LMP~;;E39 MOGUL	\$26.65	\$17.86
MH	SYLM400/PS/U/ED37	64054 400W LMP~;;	\$55.97	\$37.50
MH	SYLM400/U/ED28	64034 400W LMP~;;4000K MOGUL M59/E	\$37.30	\$24.99
MH	SYLM400/U/ED37	64036 400W LMP~;;CLEAR 4000K	\$29.63	\$19.85
MH	SYLMS320/PS/BU-HOR/ED28	64049 320W LMP~;;E39 MOGUL	\$37.86	\$25.36
MH	SYLMS400/PS/BU-ONLY/ED28	64052 400W LMP~;;	\$81.57	\$54.65
MH	SYLMS400/PS/BU-ONLY/ED37	64055 400W LMP~;;	\$105.39	\$70.61
MH	SYLM400/U/ET18	64575 400W ET18 HID LAMP~;;	\$92.58	\$62.03