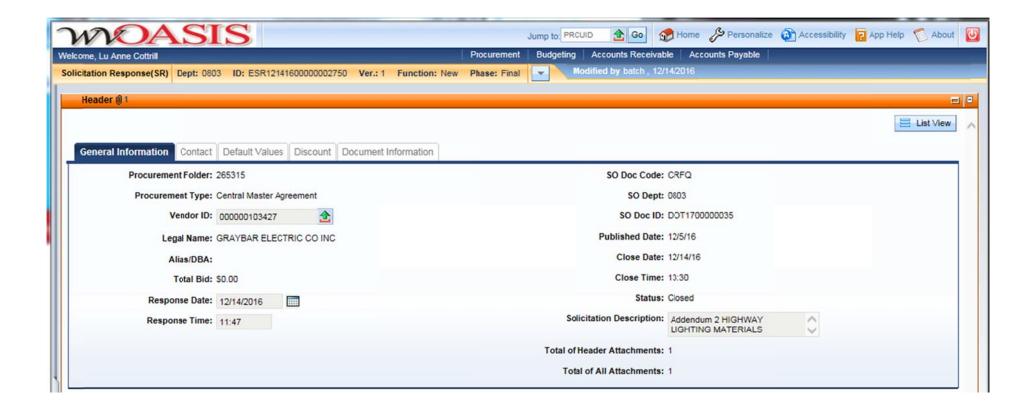


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder: 265315

Solicitation Description: Addendum 2 HIGHWAY LIGHTING MATERIALS

Proc Type: Central Master Agreement

Date issued Solid	citation Closes	Solicitation	Response	Version
	16-12-14 30:00	SR	0803 ESR12141600000002750	1

VENDOR

000000103427

GRAYBAR ELECTRIC CO INC

Solicitation Number: CRFQ 0803 DOT1700000035

Total Bid : \$0.00 **Response Date:** 2016-12-14 **Response Time:** 11:47:52

Comments:

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802 misty.m.delong@wv.gov

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Roadway or highway lighting	1.00000	EA	\$0.000000	\$0.00

Comm Code Manufacturer		Specification	Model #	
39111603				

Extended Description:

ROADWAY OR HIGHWAY LIGHTING. PLEASE SEE ATTACHED PRICING PAGE.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line. Vendor shall enter pricing into the Exhibit A Excel page. See section 18 of Instructions to Bidders.

Comments: See Pricing Page in attachment, please.



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

State of West Virginia Request for Quotation 19 — Highways

i	Proc Folder: 265315					
Doc Description: HIGHWAY LIGHTING MATERIALS						
	Proc Type: Central Maste	er Agreement				
Date Issued	Solicitation Closes	Solicitation No	Version			
2016-11-01	2016-11-29 13:30:00	CRFQ 0803 DOT1700000035	1			

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

VENDOR
Vendor Name, Address and Telephone Number:
Graybar Electric Co.
1010 Young Street
Charlester WV 25301
304-344-2371

FOR INFORMATION CONTACT THE BUYER

Misty Delong (304) 558-8802

misty.m.delong@wv.gov

Signature X

EEIN#

1307943800

DATE 12/14/16

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH to establish an open-end contract for Highway Lighting materials for maintenance and inventory.

INVOICE TO		SHIP TO			
DIVISION OF HIGHWAYS TRAFFIC ENGINEERING D	IVISION	DIVISION OF HIGHWAYS TRAFFIC ENG. TSC - LIG			
1900 KANAWHA BLVD E, BLDG 5 RM A550		180 DRY BRANCH DR	180 DRY BRANCH DR		
CHARLESTON	WV25305-0430	CHARLESTON	WV 25306		
US		us			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Roadway or highway lighting	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #	
39111603			-	

Extended Description:

ROADWAY OR HIGHWAY LIGHTING. PLEASE SEE ATTACHED PRICING PAGE.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line. Vendor shall enter pricing into the Exhibit A Excel page. See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS Line Event Event Event Date 1 Technical Questions Due 2016-11-14

	Document Phase	Document Description	Page 3
DOT1700000035	Final	HIGHWAY LIGHTING MATERIALS	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
✓ Term Contract
Initial Contract Term: This Contract becomes effective on Award and extends for a period of one year(s).
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within days.
Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed months in total. Automatic renewal of this Contract is prohibited.
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.
Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

EXHIBIT A

			EXHIBIT A			
Item	Estimated	Unit of		JNSPC	Unit	Extended
Number	Quantity	Measure	Description (CODE	Price	Total
in in Lincol	de Confession ()	iti Samalan d	Section 1			
1	100	ea	250 W Equivalent Cobra Head LED 39	111603	365.55	36,555, °°
- 2	100	ea	400 W Equivalent Cobra Head LED 39	111603	488.88	48,888,00
			Section 1	L Total		#85,443,4
No stance and consider of state	na 1777 an i Namai Kasta Arrau	anventasiamessi				
			Section 2			
3	100	ea		111603	475.00	<u>47,500,69</u>
			Section 2	2 Total		\$ 47,500,00°
6	5	ea	Section 4 400 W Equivalent Expressway LED 39	111603	498.88	2.444.40
			Section 4			\$2,444,40
			Section 5			
7	25	ea	150 W Equivalent Wall Pack LED 39	111603	327.78	8,194,50
			Section 5			# 8,194,50
				9653(641)(91)(1)(1)(1)	######################################	manya masangsangsangsangangsang
			Section 6			
8	50	ea	Transformer Base-TB1-17 39	111603	277.78	13,889° cp
9	3	ea	Transformer Base-TB1-17 Modified 39	111603	327.78	983.34
10	3	ea	Transformer Base-TB3- 17 39	111603	388.89	1,166,67
11	3	ea	Transformer Base-TB2-17 39	111603	344.44	1,033.32

Section 6 Total

(5) (5) (2) (15)			Section 7			
12	40	ea	Highway Lighitng Bulb LU70, SBY Mogul Base, Clear	39111603	7,78	311,20
13	40	ea	Highway Lighting Bulb, High Pressure Sodium, LU150/55 SBY Mogul Base	39111603	7,78	311,20
14	20	ea	Highway Lighting Bulb High Pressure Sodium, LU 200 SBY Mogul Base, Clear	39111603	8.06	161.20
15	800	ea	Highway Lighting Bulb, Highn Pressure Sodium, LU 250 SBY Mogul Base, Clear	39111603	6.67	5,336,00
16	800	ea	Highway Lighting Bulb, High Pressure Sodium, LU 400 SBY Mogul Base, Clear	39111603	6,94	5,552,00
17	25	ea	Highway Lighting Bulb, Mercury Vapor, 400 DX, Mogul Base, Coated	39111603	8,50	212,50
18	300	ea	Highway Lighting Bulb, Mercury Vapor, 250 DX, Mogul Base, Clear	39111603	8.26	2,478.00
19	300	ea	Highway Lighting Bulb, Metal Halide, MH-250U, Mogul Base Clear	39111603	8,89	2,667,00
20	30	ea	Highway Lighting Ballasts, High Pressure Sodium 70 Watt Mult- Kit 120V-277V	39111603	44,44	1,333,20
21	20	ea	Highway Lighting Ballasts, High Pressure Sodium 150/55 Watt Multi- Kit 120V-277V	39111603	47,00	'940.00
22	200	ea	Highway Lighting Ballasts, High Pressure Sodium LU250 Super Kit 120V-480V	39111603	58,00	11,600.00
23	200	ea	Highway Lighting Ballasts, High Pressure Sodium LU400 Super 5 Kit 120V-480V	39111603	53,33	10,666.00
24	150	ea	Highway Lighting Ballasts, Mercury Vapor, H250 Multi-Kit	39111603	48.00	7,200,00
25	150	ea	Highway Lighting Ballasts, Metal Halide, M250 Multi-Kit	39111603	42,22	6,333.00
26	5	ea	Highway Lighting Contactor Square D 200 Amp 3 Pole with 120V coil, open type electrically held	39111603	1,161,00	5,805.00
27	5	ea	Highway Lighting Contactor Square D 200 Amp 3 Pole with 240V coil, open type electrically held	39111603	ا الوارمي	5,805.∞
28	5	ea	Highway Lighting Contactor Square D 200 Amp 3 Pole with 277V coil, open type electrically held	39111603	1,161,00	5,805.00
Section 7 Total				F	# 72.516.30	

			Section 8			
29	1000	ea	KTK 15 Amp, 600V Midget Size Fuse	39111603	3.49	9,490.00
30	100	ea	MNL 30 Neutral Link Fuse	39111603	5,94	594.00
31	150	ea	Y Connectors	39111603	21,65	3,247,50
32	150	ea	Straight Connector	39111603	24,57	3,685.50
33	30	ea	No. 4100 Omni Directional Pole Safe Breakaway Support Couplings	39111603	191,11	5,733.30
	•		Se	ction 8 Total		[₱] 21,750,30

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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.
Grea Bosss, Outside Sales Rep (Name Title)
(Printed Name and Title)
(Address) (Address)
304-741-1556 / 304-344-032 / (Phone Number) / (Fax Number)
(email address) Con (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. Craybur Electric Co (Company)
(Printed Name and Title of Authorized Representative)
(Date) /2/14/1 (p
304 344-2371 304-344-0324 (Phone Number) (Fax Number)
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION Highway Lighting Inventory Products

- 7.1 The following remedies shall be available to Agency upon default.
 - 7.1.1 Immediate cancellation of the Contract.
 - 7.1.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.1.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

- 8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- **8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 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.
- 8.4 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: Grey F20G65
Telephone Number: 304-741-1556
Fax Number: 304-344-0324
Email Address: Grey Boggs @ Greyber. Con

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DOT1700000035

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

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

Addendi	um Ì	Numbers Received:			
		ox next to each addendum reco	eive	d)	
[1	/	Addendum No. 1	[]	Addendum No. 6
[V	Addendum No. 2	[]	Addendum No. 7
[]	Addendum No. 3	[J	Addendum No. 8
[]	Addendum No. 4	[]	Addendum No. 9
[]	Addendum No. 5	[]	Addendum No. 10

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

Graybar Electre Company

Company

Authorized Signature

12/14/16

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing. Revised 6/8/2012

WV-10 Approved / Revised 12/16/15

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

	Application is made for 2.5% vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
	Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
	Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
	Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2.	Application is made for 2.5% vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
<u>.</u>	Application is made for 2.5% vendor preference for the reason checked: Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4.	Application Is made for 5% vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
L	Application is made for 3.5% vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
	Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules. Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.
or (b) ass	nderstands if the Secretary of Revenue determines that a Bidder receiving preference has falled to continue to meet the sents for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; sess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to acting agency or deducted from any unpaid balance on the contract or purchase order.
the requi	ission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and is the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid red business taxes, provided that such information does not contain the amounts of taxes paid nor any other information by the Tax Commissioner to be confidential.
and IT an	ereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder withing contained within this certificate changes during the term of the contract, Bidder will notify the Purchassion in writing immediately.
Bidder:	Granker Electric Co signed: Legy Miles
Date:	12/14/16 Title: QUOTATIONS (DERDINATOR
*Check any	y combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

WITNESS THE FOLLOWING SIGNATURE:
Vendor's Name: ORAGRAR ELECTRAC COMPANY
Authorized Signature:
State of West Virginia
County of Kanawha , to-wit:
Taken, subscribed, and sworn to before me this 13th day of <u>December</u> , 2016.
My Commission expires Feb 1 ^{s1} , 20 <u>21</u> .
AFFIX SEAL HERE NOTARY PUBLIC formes & Hundley
OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC Purchasing Affidavit (Revised 08/01/2015)

James L. Hundley Graybor Electric 1010 Young Street Charleston, W 25301 My Commission Expires Feb 01, 2021